GILBERT
A R I Z O N A

Council Communication

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: AJAY JOSHI, CHIEF INFORMATION OFFICER, 480-503-6884

THROUGH: MARC SKOCYPEC, ASSISTANT TOWN MANAGER

MEETING DATE: APRIL 19, 2012

SUBJECT: DISK STORAGE FOR THE GILBERT POLICE DEPARTMENT, CONTRACT # 2012-1105-0181

STRATEGIC INITIATIVE: Infrastructure

MAXIMIZE THE EFFICIENCY OF DISTRIBUTING, SHARING AND SECURING TOWN INFORMATION.

LEGAL REVIEW   FINANCIAL REVIEW

☒ Complete   ☒ Complete

☐ N/A   ☐ N/A

RECOMMENDED MOTION

MOTION TO DETERMINE THE CUSTOM STORAGE PROPOSAL IS MOST ADVANTAGEOUS TO THE TOWN AND AWARD PROJECT 1 OPTION 1, PROJECT 2 OPTION 1, AND PROJECT 3 OPTION 1 (EXCLUDE PROJECT 4) OF CONTRACT 2012-1105-0181 IN THE AMOUNT OF $169,918.36 TO CUSTOM STORAGE.

BACKGROUND/DISCUSSION

Changing technology trends, increasing levels of security, and an inadequate disk storage infrastructure in the Gilbert Police Department (GPD) has created a demand for a comprehensive disk storage and server virtualization solution. Awarding projects 1 – 3 of contract 2012-1105-0181 to Custom Storage will accomplish the following business objectives:

1. All Police files from the municipal network will be migrated to the Police Department network, resulting in enhanced security of police data.

2. The use of digital photos in police investigations has created an increased demand for disk storage that will be met through the implementation of these projects.

3. The implementation of high performing, centralized storage and virtual server technology will reduce the cost of replacing existing equipment by an estimated $50,000 over the next three years.

4. While the Police Department's data is backed up to an offsite location, the technology systems do not have offsite redundancy. Implementation of centralized storage and virtual server technology establishes the infrastructure necessary to efficiently implement redundant offsite systems in a future fiscal year.

5. Implementation of dedicated centralized storage is expected to improve staff workflows and will reduce the use of thumb drives, reducing the risk of data loss through the physical loss of equipment.

Project 4 of the contract is to establish a disaster recovery site for the Police Department's information systems. All of the RFP responses for this project exceed the Fiscal Year 2012 budget. This section was included in the RFP to ensure the infrastructure implemented in projects 1, 2 & 3 can be efficiently extended in a future year.

The following four vendors responded to the RFP:

1. OSAM
   Responded to project 3 only.

2. Records & Data
   Responded to all projects and were disqualified for projects 1 and 2.

3. Custom Storage
   The only vendor to successfully respond to all projects specified in the RFP.

4. Tech Depot by Office Depot
   The vendor submitted a "No-Bid" response and asked to be included on future RFPs.

All respondents were evaluated by the Technology Service's staff. The matrix included in Attachment A was completed for each proposal in an effort to objectively award the contract. The Network Appliance solution proposed by Custom Storage was the only proposal that can satisfy all projects in the RFP and is an acceptable solution. The following features of the Custom Storage proposal were identified as advantages over the other respondents:

1. Custom Storage is the only vendor that can provide products and services for all aspects of the RFP in a consolidated, standardized platform. A consolidated platform is important to the Town because it is less staff intensive to manage a single environment, reducing total cost of ownership (TCO).

2. Custom Storage is the only vendor that can leverage our current investments in CommVault and Network Appliance equipment.

3. Custom Storage is the only vendor to provide a clear roadmap to extend the production environment to disaster recovery environment.

The contract was reviewed for form by Attorney (Anja Wendel).

FINANCIAL IMPACT

The funding for this contract is included in the Technology Services operating budget for fiscal year 2012. The costs break down is:

Equipment & Services	$155,684.59
Tax (Estimated)	$13,933.77
Shipping (Estimated)	$300
Total	$169,918.36
Account #	110100.11050200.5304

The financial impact was reviewed by Laura Lorenzen, Budget Analyst.

STAFF RECOMMENDATION

STAFF RECOMENDS CONTRACT 2012-1105-0181 IN THE AMOUNT OF $169,918.36 BE APPROVED AND AWARDED TO CUSTOM STORAGE.

Respectfully submitted,

For

Ajay Joshi
Chief Information Officer

Attachments and Enclosures:
Attachment A – RFP Scoring Matrix Comparisons

ATTACHMENT A
RFP SCORING MATRIX COMPARISONS

RFP Scoring Matrix Comparisons

Score Comparison Section 3.2 **(Project 1)**									
Vendor	**Experience**	**Cost**	**Compatibility**	**IOPS**	**Meets Needs**	**Warranty & Service**	**Plan**	**Training Support**	**Total Points**
Custom Storage	100% (10/10)	100% (30/30) ****$99,297.48†**	100% (25/25)	90% (18/20)	93% (42/45)	100% (10/10)	90% (9/10)	70% (7/10)	151/160 94%
Records & Data (*DQ)	30% (3/10) - *DQ	0% (0/30)- *DQ ***$27,725.00	60% (15/25)	0% (0/20) *DQ	40% (18/45)	50% (5/10)	60% (6/10)	60% (6/10)	53/160 33%

NOTES	
*DQ	Disqualified – Vendor does not meet all necessary criteria
**$	Pricing does not include sales tax, shipping/handling charges. Pricing reflex quote/bid at time of RFP submission. Professional services and installation are included in the pricing per vendor quote/estimate. Price is not fixed or final and may vary more or less at the time of purchase.
†	Price includes centralized high performing storage cost for VMware, Project 2 (Section 3.3). Price does not include cost of shelf and is reflected in pricing for Project 3 (Section 3.4) per vendor specifications.
***$	Price represents proposal submission for Project 1 (Section 3.2) and Project 3 (Section 3.4) for a cumulative total. Pricing does not include sales tax, shipping/handling charges. Pricing reflexes quote/bid at time of RFP submission. Professional services and installation are included in the pricing per vendor quote/estimate. Price is not fixed or final and may vary more or less at the time of purchase.

Score Comparison Section 3.3 **(Project 2)**										
Vendor	Experience	Cost	Existing Compatibility	Central Management	High I/O	Plan	Scalable	Warranty & Service	Training Support	Total Points
Custom Storage	100% (10/10)	100% (30/30) ****$20,651.28††	100% (20/20)	100% (10/10)	90% (18/20)	90% (9/10)	100% (15/15)	100% (10/10)	70% (7/10)	129/135 96%
Records & Data (*DQ)	40% (4/10) - *DQ	50% (15/30) *DQ *$4,322.00	50% (10/20)	50% (5/10) *DQ	50% (10/20)	60% (6/10)	47% (7/15)	50% (5/10)	60% (6/10)	68/135 50%

NOTES	
*DQ	Disqualified – Vendor does not meet all necessary criteria
**$	Pricing does not include sales tax, shipping/handling charges. Pricing reflexes quote/bid at time of RFP submission. Professional services and installation are included in the pricing per vendor quote/estimate. Price is not fixed or final and may vary more or less at the time of purchase.
$\dagger\dagger$	Price only includes cost of VMware licensing, installation and professional services. Price does not include centralized high performing storage (shown in Project 1, Section 3.2).
*$	Price only includes cost of VMware Head Unit (hardware). Price does not include centralized storage, installation, and professional services (shown in Project 1, Section 3.2).

Score Comparison Section 3.4
(Project 3)

Vendor	Experience	Cost	Existing Compatibility	Sensible Solution	Ability	Scalable	Warranty & Service	Plan	Training Support	Total Points
Custom Storage	100% (10/10)	100% (30/30) **$35,735.83†††	100% (20/20)	100% (10/10)	100% (30/30)	100% (20/20)	100% (10/10)	90% (9/10)	70% (7/10)	146/150 97%
Records & Data	100% (10/10)	100% (30/30) ***$27,725.00	40% (8/20)	50% (5/10)	33% (10/30)	50% (10/20)	50% (5/10)	60% (6/10)	60% (6/10)	90/150 60%
OSAM	60% (6/10)	33% (10/30) **$50,157.77	15% (3/20)	70% (7/10)	50% (15/30)	85% (17/20)	20% (2/10)	20% (2/10)	20% (2/10)	64/150 43%

	NOTES
**$	Pricing does not include sales tax, shipping/handling charges. Pricing reflexes quote/bid at time of RFP submission. Professional services and installation are included in the pricing per vendor quote/estimate. Price is not fixed or final and may vary more or less at the time of purchase.
†††	Price includes licensing, additional storage backup capacity for existing NetApp FAS2040, installation and professional services.
***$	Price represents proposal submission for Project 1 (Section 3.2) and Project 3 (Section 3.4) for a cumulative total. Pricing does not include sales tax, shipping/handling charges. Pricing reflexes quote/bid at time of RFP submission. Professional services and installation are included in the pricing per vendor quote/estimate. Price is not fixed or final and may vary more or less at the time of purchase.
**$	Price includes estimated sales tax (9.3%), remote installation, service, and support. Price does not include shipping/handling charges.

Score Comparison Section 3.5 (Project 4)								
Vendor	Experience	Cost	Existing Compatibility	Scalable	Warranty & Service	Plan	Training Support	Total Points
Custom Storage	100% (10/10)	100% (30/30) **$111,824.13	100% (20/20)	100% (20/20)	100% (10/10)	90% (9/10)	70% (7/10)	106/110 96%
Records & Data	100% (10/10)	100% (30/30) ***$(N/A)▪	50% (10/20)	100% (20/20)	50% (5/10)	60% (6/10)	60% (6/10)	87/110 79%

NOTES	
**$	Pricing does not include sales tax, shipping/handling charges. Pricing reflexes quote/bid at time of RFP submission. Professional services and installation are included in the pricing per vendor quote/estimate. Price is not fixed or final and may vary more or less at the time of purchase.
***$	Price represents proposal submission for Project 1 (Section 3.2) and Project 3 (Section 3.4) for a cumulative total. Pricing does not include sales tax, shipping/handling charges. Pricing reflexes quote/bid at time of RFP submission. Professional services and installation are included in the pricing per vendor quote/estimate. Price is not fixed or final and may vary more or less at the time of purchase.
(N/A)▪	Pricing was only included for Project 1 (Section 3.2), Project 2 (Section 3.3), and Project 3 (Section 3.4). No pricing was provided for Project 4 (Section 3.5).

Services and Equipment: Production data storage, roaming profiles, archiving, backup, and disaster recovery.

Contract Number: 2012-1105-0181

Proposal Opening/Deadline for Submittal: March 15, 2012 at noon.
Location: Municipal Center, Room 233, 50 East Civic Center Drive, Gilbert, AZ 85296
Town Staff Contact/ telephone number: Derek Whitfield, 480-503-6790, and Ajay Joshi 480-503-6884, and Mark Kramer 480-503-6898.

Contract Documents available at:

Gilbert Municipal Center 50 E. Civic Center Dr. Gilbert AZ 85296 (at no charge)
Bid documents may also be downloaded from www.gilbertaz.gov/rfp at no charge

Date and Location for Submittal of Sealed Proposals: Sealed proposals will be received at the Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until noon (12:00 PM) March 15, 2012, for the above services. Proposals must be submitted in a sealed envelope clearly marked on the outside with the name of the services and the solicitation number. Any proposal received after the time specified will be returned unopened. It is the proposer's responsibility to ensure that proposals are received at the above location on or before the specified time. Proposals will be opened at noon in Conference Room 233, and publicly read aloud immediately after the time for receiving proposals. Only the proposers' names will be read aloud.

Work Summary: The Town of Gilbert ("TOG") is seeking the following software, hardware, and support services functions for the Gilbert Police Department ("GPD").

1) Tiered Data Storage Solution
2) Virtual/VMware Environment
3) Storage for Active Archiving and Backup
4) Disaster Recovery Storage Architecture

Each section totaling four (4) will be phased in depending on project time, fiscal budget, and required work associated with each section. This will require that pricing will need to be separated out for each of the four (4) sections. What is desired is one comprehensive bid comprised of four subtotals for each section. GPD is looking for a comprehensive bid that will allow the department to purchase each section as needed and phased in as required from one

Services RFP
Form No. 1.3.5
Revised June 16, 2009

or multiple vendors. Vendors may bid on any or all of the functions. Gilbert reserves the right to award a contract for each function to a single or multiple vendors or none at all. The initial contract term will commence upon contract signing and continue through July 31st, 2013. The contract may be renewed for up to five (5) additional one (1) year terms.

Proposal Requirement: Each proposal will be in accordance with the proposal requirements, set forth in the Request for Proposal, which may be obtained at Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296 until noon March 15, 2012. Any proposal which does not conform in all material respects to the Request for Proposals will be considered non-responsive.

Right to Reject Proposals: Gilbert reserves the right to reject any or all proposals, waive any informality in a proposal or to withhold the Award for any reason Gilbert determines.

Equal Opportunity: Gilbert is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit proposals on this solicitation.

DATED: _____   TOWN OF GILBERT, ARIZONA

Publications Date(s)   _____
2/24/12 through 2/27/12   Catherine A. Templeton, Town Clerk

IMPORTANT
PROPOSER'S CHECK LIST

☑ 1. The proposal has been signed in the Section IV. (Proposals not signed in this section will not be considered.)

☑ 2. The proposal prices offered have been reviewed. (See Section 1.16)

☑ 3. Any required descriptive literature or other information have been included.

☑ 4. The Contract Time and/or schedules have been included.

☑ 5. Any addendums have been included/noted in Offer Section. (See Section 4.6)

☑ 6. The mailing envelope/package has been addressed to:
   Town Clerk's Office
   50 East Civic Center Drive
   Gilbert, Arizona 85296

☑ 7. Proposal Package/Envelope has been identified with proposal number and title.

☑ 8. The proposal is submitted in time to be received and stamped in by Clerk's Office representative no later than specified time on designated date. (Otherwise the proposal cannot be considered.)

☑ 9. Authorized Signature Form is attached.

☑ 10. Certificate of Insurance provided

Certificate of Insurance is on file with the Town of Gilbert

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REQUEST FOR PROPOSAL DOCUMENTS FOR:
Tiered Data Storage Solution for Gilbert PD; a Virtual/VMware Environment; Storage for Active Archiving and Backup; Disaster Recovery Storage Architecture
FOR THE TOWN OF GILBERT, ARIZONA

I.   REQUIREMENTS FOR PROPOSERS.

1.1   Proposal Opening Date and Location: Proposals will be received in the office of the Town Clerk, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296, until **noon on Thursday, March 15, 2012,** at which time the names of the proposers will be opened and publicly read. Proposal prices will not be read. Late proposals will not be considered.

1.2   Proposal Documents Available: The Proposal Documents consist of four parts:

I. Requirements for Proposers
II. General Conditions
III. Scope of Work
IV. Proposer's Proposal (form).

The Proposal Documents are available at the Town of Gilbert Clerk's Office, Municipal Center, 50 East Civic Center Drive, Gilbert, Arizona 85296; or by contacting Derek Whitfield, telephone no. 480-503-6790, and may be obtained upon request. Proposal Documents may be downloaded from www.gilbertaz.gov/rfp at no charge.

1.3   Incorporation of Proposal Documents: All of the Proposal Documents apply to and become a part of the terms and conditions of the proposal.

1.4   Proposal Envelope: All proposals must be submitted in a sealed envelope clearly marked "Proposal for *TOG Gilbert PD Storage Solution: Contract Number: 2012-1105-0181.*"

1.5   Town's Right to Reject Proposals: The Town of Gilbert reserves the right to reject any and all proposals and to waive technicalities.

1.6   Late Proposals: Late submittals and/or unsigned Proposals will not be considered under any circumstances. Envelopes containing proposals with insufficient postage will not be accepted by Gilbert. It is the sole responsibility of the proposer to see that his/her proposal is delivered and received by the proper time and at the proper place.

1.7   Proposal Amendment or Withdrawal: A Proposal may be withdrawn any time before the Proposal due date and time. A Proposal may not be amended or withdrawn after the Proposal due date and time except as otherwise provided by applicable law.

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1.8   Public Record: All Proposals submitted in response to this solicitation and all evaluation related records shall become property of Gilbert and shall become a matter of public record for review, subsequent to proposal opening. Request for nondisclosure of data such as trade secrets and other proprietary data, must be made known in writing to Gilbert in Proposals submitted, and the information sought to be protected clearly marked as proprietary. Gilbert will not insure confidentiality of any portions of the proposal that are submitted in the event that a public record request is made. Gilbert will provide 48 hours' notice before releasing materials identified by the proposal as confidential or proprietary in order for the proposer to apply for a court order blocking the release of the information.

1.9   Persons with Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Clerk's Office. Requests shall be made as early as possible to allow time to arrange the accommodation.

1.10   Proposal Acceptance Period: All proposals shall remain open for 60 days after the day of the opening of proposals, but Gilbert may, at its sole discretion, release any proposal prior to that date. No Proposer may withdraw his Proposal during this period without written permission from Gilbert.

1.11   Reserved.

1.12   Addendum: This Request for Proposals may only be modified by a written Addendum. Potential Proposers are responsible for obtaining all addenda. All addenda will be posted on the Gilbert website at www.gilbertaz.gov/rfp. Unless the proposal deadline is extended, no addenda will be issued after

1.13   Proposer Registration: Proposers shall register via the on-line Vendor Registration system at www.https://procure.az.gov, in order to automatically receive notification of Addenda to this Solicitation or notice of other solicitation opportunities. A Proposer who is not so registered must obtain all addenda from the Gilbert website at http://www.gilbertaz.gov/rfp.

1.14   General Evaluation Standards:

     1.14.1 Gilbert seeks to obtain the services described above in the Scope of Work. Gilbert will evaluate proposals on the selection criteria set forth in the attached matrixes. Gilbert will be the sole judge of whether the services offered are acceptable. Proposals from individuals who have provided inadequate services to municipalities in the past, or proposals offering services proven unsatisfactory in Town's sole judgment may be rejected and not considered.

     1.14.2 After evaluating the qualifications and the ability to render the services and product required, Gilbert intends to negotiate a fixed fee contract(s) with the selected

firm(s). If negotiations are unsuccessful, Gilbert reserves the right to negotiate with the next highest-ranking firm. It is anticipated the Services will commence, May 3rd, 2012. The Gilbert Council will authorize and approve the Services utilizing the attached form of contract.

1.14.3 Gilbert reserves the right to award whole or parts of this RFP to a single or multiple vendors.

1.14.4 <u>Clarifications</u>. Gilbert reserves the right to obtain Proposer clarifications where necessary to arrive at full and complete understanding of Proposer's product, service, and/or solicitation response. Clarification means a communication with a Proposer for the sole purpose of eliminating ambiguities in the Proposal and does not give Proposer an opportunity to revise or modify its proposal.

1.14.5 <u>Waiver and Rejection Rights.</u> The Town of Gilbert reserves the right to reject any or all Proposals or to cancel the solicitation altogether, to waive any informality or irregularity in any Proposal received, and to be the sole judge of the merits of the respective Proposals received.

1.15   <u>Proposal Preparation</u>:

1.15.1 <u>Format</u>. Proposers shall submit their Proposal with an original and three (3) copies and shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document must be legible and contain the same information requested on the forms.

1.15.2 <u>No Facsimile or Electronic Mail Proposals</u>. Proposals may not be submitted in facsimile or electronically. A facsimile or electronic mail Proposal shall be rejected.

1.15.3 <u>Typed or Ink Corrections.</u> The Proposal shall be typed or in ink. Erasures, interlineations or other modifications in the Proposal shall be initialed in ink by the person signing the Proposal.

1.15.4 <u>No Modifications.</u> Modifications shall not be permitted after Proposals have been opened except as otherwise provided under applicable law.

1.15.5 <u>Content.</u> The Proposal shall contain all of the following information:

<u>Brief Description of the Proposer's Firm</u>

        A.   Office location
        B.   Length of time in business
        C.   Total number of employees and number of local employees
        D.   Name(s) of principals
        E.   Services provided by the firm
        F.   Experience in providing similar services within the last three (3) years
        G.   Three (3) references

<u>Subcontractors</u>:

Please list any firms that will act as subcontractors to your firm. Provide information regarding prior projects on which subcontractors have worked with your firm.

<u>Project Leader</u>:

List the person(s) who will be overseeing the work on this Contract. Provide the following information for each such person(s):

        A.   Experience
        B.   Qualifications

<u>Gilbert Specifications</u>:

Provide information showing in detail how you the vendor will comply with Gilbert Specifications for each of the functions (see Sections 3.2, 3.3, 3.4, 3.5) if submitting a proposal for that function. The vendor must clearly label and correlate any information that is submitted, attached, or presented as exhibits, brochures, and whitepapers in support of their proposal to coordinate with each the functions in each section. Each of these must correspond to each of the "Gilbert Matrix Selection" criteria. Please label, highlight, index, and tag as needed to facilitate sorting through pertinent information in a timely manner. Information such as attachments, brochures, articles, and papers that are not clearly marked and labeled will be subject to being discarded as non-relevant information and not considered as part of the submittal or bid package.

The purpose is to limit extraneous and erroneous paper, data, and information that is submitted which has little relevance to the RFP. This will allow "TOG" to focus on the selection process versus sorting through erroneous data. Having this process in place will also allow the selection process to focus on the important aspects of each vendor's bid.

<u>Schedule:</u>

In the anticipation of the selected vendor/s to be able to start providing services on May 3rd.
We will be selecting a vendor approximately 1 month before the start of the contract to be able
to work out a smooth transition plan from current environment and contracts to this one.

      1.15.6 <u>Solicitation Addendum Acknowledgement.</u> Each Solicitation Addendum shall be
acknowledged in the Proposal Section, which shall be submitted together with the Proposal on
the Proposal due date and time. Failure to note a Solicitation Addendum may result in
rejection of the Proposal.

      1.15.7 <u>Evidence of Intent to be Bound.</u> The Proposal shall include a signature by a
person authorized to sign the Proposal. The signature shall signify the Proposer's intent to be
bound by its Proposal and the terms of the Solicitation and that the information provided is
true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such
as an original signature, shall result in rejection of the Proposal.

      1.15.8 <u>Non-Collusion and Non-Discrimination.</u> By signing and submitting the Proposal,
the Proposer certifies that: the Proposer did not engage in collusion or other anti-competitive
practices in connection with the preparation or submission of its Proposal; and the Proposer
does not discriminate against any employee or applicant for employment or person to whom it
provides services because of race, color, religion, age, sex, national origin, or disability, and that
it complies with all applicable Federal, state and local laws and executive orders regarding
employment.

1.16   <u>Inquiries</u>

      1.16.1 <u>Duty to Examine.</u> It is the responsibility of each Proposer to examine the entire
Solicitation, seek clarification (inquiries), and examine its Proposal for accuracy before
submitting the Proposal. Lack of care in preparing a Proposal shall not be grounds for
modifying or withdrawing the Proposal after the Proposal due date and time, nor shall it give
rise to any Contract claim.

      1.16.2 <u>Contact Person.</u> Any inquiry related to a Solicitation, including any requests for
or inquiries regarding standards referenced in the Solicitation should be directed solely to the
Contact person listed on the cover page of the solicitation. The Proposer shall not contact or
direct inquiries concerning this Solicitation to any other Town employee unless the Solicitation
specifically identifies a person other than the Contact Person as a contact.

      1.16.3 <u>Submission of Inquiries.</u> All inquiries shall be submitted in writing and shall
refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation
number on the outside of the envelope containing that inquiry, since it may then be identified
as an Proposal and not be opened until after the Proposal due date and time. Gilbert shall
consider the relevancy of the inquiry but is not required to respond in writing.

1.16.4 <u>Timeliness</u>. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least fifteen (15) days before the Proposal due date and time for review and determination by Gilbert. Failure to do so may result in the inquiry not being considered for a Solicitation Addendum. No Solicitation Addendum will be issued after March 5th, 2012, unless the Proposal Deadline is extended by Gilbert.

1.16.5 <u>No Right to Rely on Verbal Responses</u>. A Proposer shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.

II.   GENERAL CONDITIONS

2.1   <u>Contract Term; Renewal</u>. The Contract commences on May 3rd, 2012 and continues through July 31st, 2013. The Contract may be renewed for up to five (5) additional one-year terms upon mutual agreement of the parties. The Contract may be renewed upon written approval of Gilbert's Support Services Director if: 1) The original prices remain in effect during the renewal term; or 2) the original prices are adjusted during the renewal term based on any net percentage change in the prior calendar year in the Consumer Price Index, all Urban Consumers. The Gilbert Council must approve renewal in all other cases. Any price adjustment must be requested at least 60 days prior to expiration of the current term. Any renewal shall be in writing and shall expressly state the prices for the supplies during the renewal term. The Town of Gilbert reserves the right to terminate the contract for any reason the conditions, implementation, warranty, and/or services have not been met.

2.2   <u>Cooperative Use of Contract:</u> Upon written approval of the Successful Proposer, this Contract may be tendered for use by other municipalities and government agencies.

III.   SCOPE OF WORK

3.1   <u>INTRODUCTION</u>

The Town of Gilbert ("TOG"), Arizona, Gilbert Police Department ("GPD"), Technology Services division ("TS") has an immediate need for a tiered data storage solution. Based on these needs, "TOG" has prepared this Request for Proposal ("RFP").

"GPD" is looking for an overall storage solution that meets their immediate needs, but also can be scalable for their future needs. The purpose of the RFP is to avoid having to redesign architecture, retool, and "forklift" equipment 3 years into the life cycle of a proposed investment/purchase. In order to accomplish this goal, it is imperative that "GPD" procures the right technology upfront to meet its immediate needs of storage for network shares, secure production data, and storage for a virtual environment. However this solution must also be

scalable to leverage the investment to meet future needs and demands for active archiving, backups, and disaster recovery.

"GPD" is also looking for professional services to setup, install, and configure the proposed solution. Service, maintenance, and support will be an important function in maintaining the investment to ensure continuous operation in and environment, requiring continuous uptime. Training and ease of management will also be key elements in helping "GPD" find the right solution.

Each of the required four (4) functions and phases will be specified in further detail found in sections 3.2, 3.3, 3.4, and 3.5.

This RFP will be open to all proposers.

Evaluations of proposals will be performed by the Town of Gilbert (TOG) Technology Services (TS) staff and Gilbert Police Department (GPD). Based on the selection criteria in the attached matrixes and information provided in the proposals, vendors will be ranked. The top three (3) ranking vendors for each of the four (4) functions will be selected for on-site interviews. Upon completion of the interviews, the vendors will be ranked again. The Town of Gilbert expects to proceed with negotiation of a contract with the highest ranking vendor for each of the four (4) functions. If the Town is unable to successfully negotiate with the vendor, it reserves the right to begin negotiations with the next highest ranking vendor.

In the Gilbert Police Department, secure areas to be accessed or visited by persons, technicians, etc. will need to pass a Police Department background check screening process meeting Arizona DPS, CJIS, and "GPD" requirements, or be escorted at all times.

The services requested will be broken down into four (4) functions and the Town reserves the right to award contracts to one or multiple vendors. For the first three (3) functions, the Town of Gilbert has budgeted the maximum of $180,000 for fiscal year 2012. The fourth (4th) function is not currently budgeted for fiscal year 2012, but must be considered to be compatible with the first three functions, and to project future budget cost requirements. The functions are as follows:

1. Tiered Data Storage Solution
2. Virtual/VMware Environment
3. Storage for Active Archiving and Backup
4. Disaster Recovery Storage Architecture

Please refer to Attachment A for a List of Charts of Existing Storage Environment and Requirements

3.2   Tiered Data Storage Solution

The Town of Gilbert Police Department is looking for a vendor to provide a Tiered Data Storage Solution that leverages the existing storage infrastructure for the Gilbert Police Department. There is currently an immediate need for the proper storage solution to be procured to meet the needs of the organization from existing production data, roaming profiles, secure network shares, storage for a virtual/VMware environment, active archiving, backup storage, and disaster recovery solution. Gilbert Police Department (GPD) Located at 75 East Civic Center Drive, protecting and serving the citizens of Gilbert, consist of approximately 343 Employees, comprised of sworn officers and civil servants.

It is absolutely vital that the proper technology be chosen and used to lay the foundational piece for the storage infrastructure to meet the immediate and future needs of the organization. Thus immediate and future goals need to be taken into consideration when assessing the proper technology to procure and implement for "GPD". The proper storage solution should be able to meet the immediate need of "GPD" including network file storage, and storage for a virtual environment. The proper storage solution will also need to meet future requirements including archiving, backups, and disaster recovery. It should be scalable and flexible to ensure maximum ROI. There should also be a comprehensible plan to implement each one of these initiatives with a timeline to reach these goals and requirements. Setup, installation, configuration, training, and ongoing support will also be required to facilitate success in the implementation and ongoing maintenance of the proposed solution.

Submittal Requirements: Any Vendor submitting a proposal for Tiered Data Storage Solution for GPD shall, in addition to the other submittal requirements, describe how it intends to meet the specifications set forth in the "Gilbert Matrix for Selection". ·

	Gilbert Matrix for Selection 3.2 **Tiered Data Storage Solution**		
	Description	Max Points Assigned	Actual Points Scored
1.	Experience and references	10	
2.	Pricing:	30	
2a.	Meets Initial investment cost in fiscal year 2012		
2b.	Projected five (5) year annual support/maintenance costs, broken out per year		
3.	Compatibility with existing infrastructure:	25	
3a.	NetApp FAS2040A (14TB RAW SATA) Data ONTAP 8.x		
3b.	Existing Cisco fast Ethernet and fiber switches		
3c.	Dedicated Storage VLAN (iSCSI, NFS, CIFS)		

3d.	Microsoft Windows 2003/2008 AD environment with Windows XP and Windows 7 Client computers.		-
3e.	Databases are MS SQL, Oracle, and other proprietary databases		
4.	IOPS Performance	20	
5.	Meets Immediate needs of "GPD"	45	
5a.	CIFS/Windows Network Shares (5 Points Max)		
5b.	Production Data (5 Points Max)		
5c.	Centralized VMware/VM storage (5 Points Max)		
5d.	User/Group Based Quotas for Storage (5 Points Max)		
5e.	Snap shots/previous copy (5 Points Max)		
5f.	Centralized Management of Storage (5 Points Max)		
5g.	Scalable for future needs (5 Points Max)		
	i. Archiving		
	ii. Backups		
	iii. Disaster Recover		
	iv. Private Cloud Storage		
	v. Detailed Reporting		
	1. Space used by user/group/department		
	2. File types		
	3. Real-time and statistical reporting on data usage		
	4. Data growth		
	5. Monthly Quota usage		
6.	Comprehensive warranty and service contract	10	
7.	Implementation/Project plan including professional services for installing and configuring, including milestones for signoff and payment installments	10	
8.	Training and support for the proposed environment	10	
	Total Points Possible	160	
	Total Points Scored		

3.3   Virtual/VMware Environment

The Town is looking for a vendor to propose install and implement a Virtual/VMware Environment solution to meet the immediate and growing needs of the Gilbert Police Department ("GPD"). The objective is to scale in using known virtual technologies, reduce TCO, improve maintenance windows, gain a "roll back" and test environment, and increase ability to recover from data loss or any level of disaster virtual or physical. GPD is looking to centralize management of its existing virtual environment. GPD is also looking for the proper storage requirements to meet immediate needs for existing VM's and virtualizing other production application servers. The storage solution should be high performing, have failover, and redundancy to meet the 24/7 operational needs of the public safety sector.

The Gilbert Police Department ("GPD") is currently using VMware ESXi 4.0 on one physical host in production and one physical host in test mode. Direct attached storage (DAS) is currently being used to host VM's on HP hardware. The HP server consists of 64 GB of RAM and two quad core processors. More disks are required to expand the existing storage or move to a centralized storage solution to resolve the storage needs for the existing VMware environment. Management of the virtual environment is not centralized and lacks flexibility in its current state.

GPD is looking for a software/hardware solution that meets the immediate requirements as described above. The proposed solution may be comprised of both software and hardware, or separate bids for each. The vendor must take into consideration the existing environment and leverage if possible existing assets and resources to reduce costs if feasible. However a vendor may propose a solution consisting of new architecture and infrastructure that supersedes GPD's existing hardware, software, and resources that reduce TCO, and yields better ROI. It is the vendor's responsibility to demonstrate how they will accomplish this through supportive calculations, and documents that are realistically feasible and can be realized in less than five (5) years' time. The vendor may propose buying back existing equipment and software purchases so long as it meets local and state regulations and rolling that amount as credit into the proposal and final bid.

Please see section "ATTACHMENT A - List of Charts of Existing Storage Environment and Requirements" with the chart titled "Existing VMware Storage" and "ATTACHMENT A – PAGE2 - List of Charts of Existing Storage Environment and Requirements" with the chart titled "Projected Virtual Storage Requirements" for a table of numbers.

Submittal Requirements: Any Vendor submitting a proposal for the Virtual/VMware Environment shall, in addition to the other submittal requirements, describe how it intends to meet the specifications set forth in the "Gilbert Matrix for Selection".

		Description	Max Points Assigned	Actual Points Scored
		Gilbert Matrix for Selection 3.3 **Virtual/VMware Environment**		
1.		Experience and references	10	
2.		Pricing:	30	
	2a.	Meets Initial investment cost in fiscal year 2012		
	2b.	Projected five (5) year annual support/maintenance costs, broken out per year		
3.		Ability to leveraging and merge existing virtual infrastructure	20	
	3a.	HP ProLiant DL385 G7 (Production Host)		
		i. 2 CPU's (12 cores each)		
		ii. 64GB RAM		
		iii. Disk Space Usage 92.54GB free of 274.25GB total		
		iv. VMware ESXi 4.1.0		
		v. 5 VM's		
	3b.	HP ProLiant DL360 G5 (Test Host)		
		i. 2 CPU's (4 cores each)		
		ii. 8GB RAM		
		iii. Disk Space Usage 127.02GB free of 268.50GB total		
		iv. VMware ESXi 4.1.0		
		v. 4 VM's		
	3c.	New HP Server Physical Host, budgeted for purchasing fiscal year 2013; specs to match/exceed existing server		
4.		Centralize setup, configuration, and management of the proposed and existing virtual environment	10	
5.		Meet's high performing I/O requirements for a virtual environment	20	
6.		Implementation/Project plan including professional services for installing and configuring, including milestones for signoff and payment installments	10	
7.		Scalable virtual environment	15	
8.		Comprehensive warranty and service contract	10	
9.		Training and support for the proposed environment	10	
		Total Points Possible	135	
		Total Points Scored		

3.4   Storage for Active Archiving and Backup

The Town is looking for a vendor to propose install and implement Storage for Active Archiving and Backup to meet the immediate and growing needs of the Gilbert Police Department ("GPD").

The Gilbert Police Department ("GPD") currently uses CommVault 9.0 to archive and backup its data with dedicated servers for the CommCell Manager and CommVault Media Agent. GPD backs up its data to a NetApp 2040A with 14TB of raw SATA storage. This data is then aged off to LTO tape media. Currently backups are consuming 8TB of storage with a rate of change of +100GB per month. Please see section "ATTACHMENT A - List of Charts of Existing Storage Environment and Requirements" with the chart titled "EXISTING STORAGE ENVIRONMENT" for a table of numbers.

GPD is looking for guidance and a better solution to archive, backup and manage the entire data life cycle from creation to end of life. GPD is required to follow DPS security guidelines and also meet other state and federal guidelines for evidence and associated data as it relates to investigations and cases. Ideally GPD would like to archive disk-to-disk vs. disk to tape if feasible. Also there is a need to maintain offsite or remote archiving and backups for operational best practices. There should be an end-to-end management of full lifecycle of data from creation, storage, archiving, backup, and end of life with a tiered solution to match. The solution should be scalable and cost effective. A secure, hosted cloud solution is acceptable if the storage meets Federal Information Security Management Act (FISMA) certification from the U.S. government, and ACJIS requirements for Arizona DPS. This could also be "government only" cloud that is shared by and available only to government agencies in the United States or a private cloud.

Submittal Requirements: Any Vendor submitting a proposal for the Storage for Active Archiving and Backup shall, in addition to the other submittal requirements, describe how it intends to meet the specifications set forth in the "Gilbert Matrix for Selection".

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		Description	Max Points Assigned	Actual Points Scored
		Gilbert Matrix for Selection 3.4 **Storage for Active Archiving and Backup**		
1.		Experience and references	10	
2.		Pricing:	30	
	2a.	Meets Initial investment cost in fiscal year 2012		
	2b.	Projected five (5) year annual support/maintenance costs, broken out per year		
3.		Ability to leverage and merge existing infrastructure	20	
	3a.	Existing CommCell Manager Server 9.0 (W2K3)		
	3b.	Existing CommVault Media Agent 9.0 (w2K3)		
	3c.	NetApp 2040A with 14TB RAW SATA Disks, 8TB consumed		
	3d.	HP LTO 25 Tape Library		
4.		Tiered Data storage solution that makes sense for archiving and backups	10	
5.		Ability to backup existing and proposed Environment:	30	
	5a.	VMware VM's		
	5b.	Central and network data		
	5c.	Microsoft Windows 2003/2008 servers		
	5d.	NetApp CIFS, Volumes (NFS, iSCSI), Snaps, LUNs		
	5e.	SQL and Oracle Databases		
6.		Scalable archive and backup environment	20	
7.		Comprehensive warranty and service contract	10	
8.		Implementation/Project plan including professional services for installing and configuring, including milestones for signoff and payment installments	10	
9.		Training and support for the proposed environment	10	
		Total Points Possible	150	
		Total Points Scored		

3.5 ⋅ Disaster Recovery Storage Architecture

The Town is looking for a vendor to propose install and implement a Disaster Recovery Storage Architecture solution to meet the immediate and growing needs of the Gilbert Police Department ("GPD").

The Gilbert Police Department's commitment in securing the interest of public safety demands better than 99.999% of uptime to access critical data in serving and protecting the public interest. This requires an infrastructure that is architected to withstand the expected and unexpected events that will most likely disrupt services and limit access to secure data and applications. While some scheduled maintenance is expected it is the goal of the department as well as the goal of Gilbert's Technical Services division to provide an environment that can be up operationally 24/7 regardless of expected or unexpected events.

GPD is looking for a proposed solution to leverage the functional sections found in 3.2 through 3.4 building on top of the proposed solution.

Submittal Requirements: Any Vendor submitting a proposal for the Disaster Recovery Storage Architecture shall, in addition to the other submittal requirements, describe how it intends to meet the specifications set forth in the "Gilbert Matrix for Selection".

		Description	Max Points Assigned	Actual Points Scored
		Gilbert Matrix for Selection 3.5 **Disaster Recovery Storage Architecture**		
1.		Experience and references	10	
2.		Pricing:	30	
	2a.	Meets Initial investment cost in fiscal year 2012		
	2b.	Projected five (5) year annual support/maintenance costs, broken out per year		
3.		Ability to leverage and merge existing infrastructure	20	
	3a.	Existing backup infrastructure		
	3b.	Existing Fiber Loop to South Area Campus		
	3c.	NetApp 2040A with 14TB RAW SATA Disks, 8TB consumed		
	3d.	HP LTO 25 Tape Library		
4.		Scalable enough to phase in DR per fiscal year needs and meet capacity to eventually operate independently from the primary data center	20	
5.		Comprehensive warranty and service contract	10	.
6.		Implementation/Project plan including professional services for installing and configuring, including milestones for signoff and payment installments	10	
7.		Training and support for the proposed environment	10	
		Total Points Possible	110	
		Total Points Scored		

IV. **PROPOSER'S PROPOSAL** (s) _Wesley W_____ CEO_
Custom Storage, Inc

4.1 **Proposer's Proposal:** For the proposal opening Thursday, March 15, 2012 for services.

4.2 **Covenant Clause:** It is expressly agreed by Proposer that these covenants are irrevocable and perpetual.

4.3 **Conditions Accepted:** The undersigned Proposer declares that before preparing this proposal, he or she has read the Proposal Documents carefully, and that this proposal is made with full knowledge of the kind, quality and quantity of services to be furnished by signing this proposal. Proposer agrees to all conditions contained in the Proposal Documents.

4.4 **Contract Acceptance:** Proposer agrees that if this proposal is accepted, he or she will enter into a contract with the Town of Gilbert within ten (10) days after Gilbert's acceptance.

4.5   Affidavit: The following affidavit is submitted by the Proposer as part of this proposal:

The State of Arizona   )
) ss.
Maricopa County   )

        The undersigned deponent, of lawful age, being duly sworn upon his oath, deposes and says:

        That he/she has lawful authority to execute the within and foregoing proposal; that he/she has executed the same by subscribing his/her name hereto under oath for and on behalf of said Proposer; that Proposer has not directly or indirectly entered into any agreement, express or implied, with any Proposer or Proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or the Proposers, the parceling out to any Proposer or any other person of any part of the contract or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he/she has not and will not divulge the sealed proposal to any other person whatsoever, except those having a partnership or financial interest with him and said Proposer, until after the sealed proposal or proposals are open.

        That Proposer has received and reviewed all Addenda Nos. _____
issued for this Proposal. (Proposer's failure to list all Addenda numbers issued shall be grounds for rejection of the Proposal).
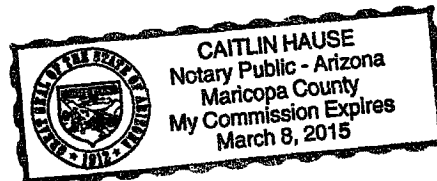
William C. Newton _____
Name

CEO _____
Title

SUBSCRIBED AND SWORN TO BEFORE ME this 3rd day of March, 2012
by William Newton

_____
Notary Public

My Commission Expires:

March 8, 2015

CAITLIN HAUSE
Notary Public - Arizona
Maricopa County
My Commission Expires
March 8, 2015

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AUTHORIZED SIGNATURE FORM

GILBERT CONTRACT#: _____

Business Name: *Custom Storage, Inc.*

WHEREAS, the Town of Gilbert requires that Business execute documents necessary for the prompt and efficient execution of the business related to the CONTRACT;

NOW, THEREFORE, on behalf of the Business I hereby declare that

William C. Newlin or Larry Gentry or Peter Schmitt
Name(s) of Persons Authorized

is or are authorized to execute and sign on behalf of said Business the following documents:

1. The CONTRACT
2. The Bond
3. Payrolls
4. Claims

5. CHANGE ORDERS
6. All other papers necessary
   for the conduct of the
   Business' affairs and
   the execution of the CONTRACT

for the duration of the CONTRACT or until written notice of revocation has been given, whichever occurs first.

In the event Business is governed by a Board of Directors, a copy of the Resolution of the Board granting authority to said person(s) is attached hereto, and I hereby verify that such Resolution remains in full force and effect.

William C. Newlin
Name

CEO
Title

(Seal of Corporation)

STATE OF *Arizona*   )
) ss.
County of *Maricopa*   )

_13th_ This Authorized Signature Form was acknowledged before me this _th_ day of _March_, 20_12_ by _William Nowlin_, who appeared before the undersigned Notary Public, and stated that he/she executed such instrument on behalf of _Custom Storage, Inc_ for the purpose therein expressed.

CAITLIN HAUSE
Notary Public - Arizona
Maricopa County
My Commission Expires
March 8, 2015

_____
Notary Public
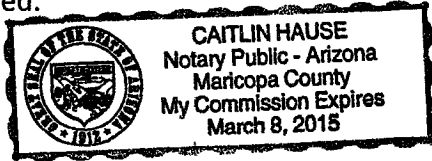
My Commission Expires:

March 8, 2015

[IF APPLICABLE: ATTACH RESOLUTION]

AGREEMENT FOR SERVICES AND EQUIPMENT

THIS Agreement is entered into as of this _15th_ day of _March_____, 20_17_, by and between the Town of Gilbert, Arizona, a municipal corporation, hereinafter referred to as the "Town" and _Custom Storage LLC_, hereinafter referred to as the "Contractor."

FOR THE PURPOSE of providing a Tiered Data Storage Solution; Virtual/VMware Environment; Storage for Active Archiving and Backup; Disaster Recovery Storage Architecture for the Town of Gilbert, Gilbert Police Department, Gilbert and Contractor do hereby mutually agree to the following:

1.   SERVICES AND EQUIPMENT RESPONSIBILITIES

1.1   <u>Retention of the Contractor.</u> In consideration of the mutual promises contained in this Agreement, Gilbert engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2   <u>Scope of Services.</u> The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by Gilbert, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work is set forth in Exhibit A. Contractor shall sell, and Gilbert shall purchase Equipment as set forth in Exhibit A.

1.3   Responsibility of the Contractor.

1.3.1   Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify Town of any constraints associated with the Services site.

1.3.2   Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.3   Contractor shall designate *Carolyn Pinckard* as Contractor Representative and all communications shall be directed to ~~him.~~ *her*

1.3.5   Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of Gilbert.

1.3.6   Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7   Contractor shall coordinate its activities with Gilbert's representative and submit its reports to Gilbert's representative.

1.3.8   Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9   Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4   Responsibility of Gilbert.

1.4.1   Gilbert shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2   Gilbert designates Ajay Joshi 480-503-6884 and Derek Whitfield 480-503-6790 as its Gilbert Representatives. All communications to Gilbert shall be through its Gilbert Representatives.

1.5   <u>Contract Term; Renewal.</u>

The Contract commences upon execution by both parties and continues through July 31, 2013. The Contract may be renewed for up to five (5) additional one-year terms upon mutual agreement of the parties.

The Contract may be renewed upon written approval of Gilbert's Support Services Director if: 1) The original prices remain in effect during the renewal term; or 2) The original prices are adjusted during the renewal term based on any net percentage change in the prior calendar year in the Consumer Price Index, all Urban Consumers. The Gilbert Council must approve renewal in all other cases. Any price adjustment must be requested at least 60 days prior to expiration of the current term. Any renewal shall be in writing and shall expressly state the prices for the supplies during the renewal term.

1.6   <u>Schedule of Services.</u> The Schedule of Services is set forth in Exhibit C. If this Contract is renewed, a new Schedule of Services shall be mutually agreed upon.
Do we want to require the vendor to submit a project plan that includes milestone payments?

2.   COMPENSATION AND METHOD OF PAYMENT

2.1   <u>Compensation.</u> All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed $180,000.

2.2   <u>Method of Payment.</u> Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for services completed.

2.3   The Contractor shall provide to Gilbert its completed W-9 Form prior to receipt of any Compensation.

2.4   <u>Taxes.</u> Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption due to the nature of the item, Contractor shall assist Gilbert in applying for and obtaining such tax credits and exemptions which shall be paid or credited to Gilbert.

3.   CHANGES TO THE SCOPE OF SERVICES

3.1   <u>Change Orders.</u> Gilbert may, at any time, and by written change order, make changes in the services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any services under this Agreement, an equitable

adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by Gilbert except as provided herein, nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless Gilbert first approves in writing.

3.2   Emergency Response.

3.2.1   Response. Gilbert is an emergency response organization. Contractor services or supplies may be required in case of an emergency involving a sudden, immediate threat of danger to the public health, welfare or property in Gilbert ("local emergency") or in the case where the Mayor of Gilbert, the mayor or governing body of another municipality in Maricopa County, the Maricopa County Board of Supervisors, the State, or the President of the U.S. has declared an emergency ("State of Emergency"). In the event of a local emergency or State of Emergency, Gilbert may require Contractor to provide services or supplies as rapidly as possible and to such locations as directed by Gilbert when necessary to protect the public health and welfare and/or property. Contractor shall not be required to respond to the extent response is not feasible due to Acts of God or other factors beyond its control.

3.2.2   Emergency Contact. Contractor shall provide the designated Gilbert Emergency Management Coordinator at (480) 503-6333 and the designated Gilbert representative with a contact point (name, cell phone number, e-mail and facsimile number) who can be reached on a 24 hour/7 days a week basis so that effective response can be initiated. Contractor's contact person(s) must be able to communicate with Gilbert within one (1) hour from the time the contact person is telephoned by Gilbert.

4.   INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1   General. Contractor agrees to comply with all Gilbert ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to Gilbert. Failure to maintain insurance as specified may result in termination of this Agreement at Gilbert's option.

4.2   No Representation of Coverage Adequacy. By requiring insurance herein, Gilbert does not represent that coverage and limits will be adequate to protect Contractor. Gilbert reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full

compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3   Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4   Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by Gilbert, unless specified otherwise in this Agreement.

4.5   Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of Gilbert as an Additional Insured.

4.6   Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.

4.7   Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against Gilbert, its agents, representative, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8   Policy Deductibles and or Self Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Gilbert. Contractor shall be solely responsible for any such deductible or self-insured retention amount. Gilbert, at its option, may require Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9   Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, Contractor shall execute written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting Gilbert

and Contractor. Contractor shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10   Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish Gilbert with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverage's, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by Gilbert on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to Gilbert Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1   Gilbert, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

a.   Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

b.   Auto Liability-Under ISO Form CA 20 48 or equivalent.

c.   Excess Liability-Follow Form to underlying insurance.

4.10.2   Contractor's insurance shall be primary insurance as respects performance of this Agreement.

4.10.3   All policies, including Workers' Compensation, waive rights of recovery (subrogation) against Gilbert, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by Contractor under this Agreement.

4.10.4   Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11   Required Coverage:

4.11.1   Commercial General Liability: Contractor shall maintain "occurrence" from Commercial Liability Insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2   Professional Liability: Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by Contractor, or anyone employed by Contractor, or anyone for whose acts, mistakes, errors and omissions Contractor is legally liable, with an unimpaired liability insurance limit of $1,000,000 each claims and $2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3   Vehicle Liability: Contractor shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, Gilbert, its agents, representative, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4   Workers' Compensation Insurance: Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5.   INDEMNIFICATION

5.1   To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Gilbert, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused in whole or in part by the Contractor, its agents, employees or any tier of Contractor's subcontractors related to the Services in the performance of this Agreement. Contractor's duty to defend, hold harmless and indemnify Gilbert, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused in whole or in part by Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including Gilbert. Such indemnity does not extend to Gilbert's negligence.

5.2   Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6.   TERMINATION OF THIS AGREEMENT

6.1   Termination. Gilbert may, by written notice to the Contractor, terminate this Agreement in whole or in part with thirty (30) days' notice, either for Gilbert's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to Gilbert copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by Gilbert to fulfill its obligations.

6.2   Payment to Contractor Upon Termination. If the Agreement is terminated, Gilbert shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7.   ASSURANCES

7.1   Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2   Examination of Records. The Contractor agrees that duly authorized representatives of Gilbert shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3   Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of Gilbert unless otherwise agreed to by both parties. Gilbert may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Gilbert's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4   Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5   Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Gilbert's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Gilbert, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Gilbert, and Gilbert will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6   Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the Contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. Gilbert at its option may terminate the Contract after the third violation. Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Gilbert retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7   Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Gilbert and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

7.8   Exclusive Use of Services - Confidentiality. The services agreed to be provided by Contractor within this Agreement are for the exclusive use of Gilbert and Contractor shall not engage in conflict of interest nor appropriate Gilbert work product or information for the benefit of any third parties without Gilbert consent.

7.9   Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.10   Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

GILBERT: CONTRACTOR:

Town Manager
Town of Gilbert
50 East Civic Center Drive
Gilbert, Arizona 85296

      The address may be changed from time to time by either party by serving notices as provided above.

7.11   <u>Controlling Law</u>. This Agreement is to be governed by the laws of the State of Arizona.

8.   SUSPENSION OF WORK

8.1   <u>Order to Suspend</u>. Gilbert may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of Gilbert.

8.2   <u>Adjustment to Contract Fee</u>. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of Gilbert in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9.   INTERESTS AND BENEFITS

9.1   <u>Interest of Contractor.</u> The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2   <u>Interest of Town Members and Others.</u> No officer, member or employee of Gilbert and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3   <u>Notice Regarding A.R.S. § 38-511</u>. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10.   ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of Gilbert thereto.

IN WITNESS WHEREOF, Gilbert and the Contractor have executed this Agreement as of the date first written.

TOWN OF GILBERT

By: _____
John W. Lewis, Mayor

ATTEST:

By: _____
Catherine A. Templeton, Town Clerk

APPROVED AS TO FORM:

By: _____
Curtis, Goodwin, Sullivan,
Udall & Schwab, P.L.C., Town Attorneys
Susan D. Goodwin, Esq.

CONTRACTOR
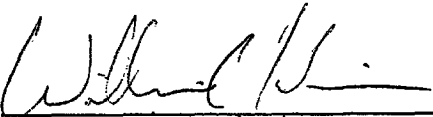
By: _____
Its: _William C. Newlin CEO_
Custom Storage, Inc.

EXHIBIT A
SCOPE OF WORK
[Attach RFP and Proposer's Proposal, as approved by Gilbert]

SEE ATTACHED

"PRICING SUMMARY + VISIOS-
ATTACHMENT B"

+

" PRICING SUMMARY-
DISCOUNTS FOR MULTI-YR
PURCHASES - ATTACHMENT C"

+

SUPPORT OPTIONS - 'ATTACHMENT D"

Custom Storage
Business Advantage through Intelligent Storage

GILBERT
ARIZONA

Town of Gilbert
50 E. Civic Center Drive
Gilbert, Arizona 85296

RESPONSE TO
RFP
Contract 2012-1105-0181
Due 3/15/12

Custom Storage
Carolyn Pinckard, Account Manager
480-760-2122
Carolyn@customstorage.com

March 15, 2012

RE: Response – RFP -2012-1105-0181

To whom it may concern:

Custom Storage is pleased to respond to the Town of Gilbert's RFP. Please note the following information.

- **Exhibit A "Scope of Work"**
    - Pricing Summary & Visios - "Attachment B" (12 Months)
        - Quotes for Proposed Projects 1-4
        - Vendor Literature
    - Pricing Summary – Discounts for Multi-year Purchases - "Attachment C"
    - Support Options –"Attachment D"

- **Exhibit B "Contractor's Key Personnel and Subcontractors"**
    - Custom Storage Information - "Attachment A"
        - Brief Description of the Proposer's Firm
            - References
            - Reference Success Stories
        - Subcontractors
        - Project Leader

- **Exhibit C "Schedule of Services"**
    - Project Timeline -"Attachment E"

- **Exhibit D "Payment Schedule**
    - Project Timeline -"Attachment E"

- **Additional Required Signed & Completed Documents**

Please contact us with any questions.

Sincerely,

William Nowlin
CEO – Custom Storage
480-760-2140
Bill.Nowlin@CustomStorage.com

Custom Storage
Business Advantage through Intelligent Storage

"Pricing Summary & Visios – Attachment B"

Option #1 – Backup Capacity Only (Includes 12 Months Support)

AWARD

Project #1 (Tiered Data Storage Solution)	Customer Price
NetApp Option #1 - 12M *Note that this quote includes the cost for Shelf Add for Project #3 (price is better for Town of Gilbert when shelf is ordered w/this original configuration . (Quote #TOG-NA-P1-O1)	*$108,233.35
CSPS (NetApp) (Quote # TOG-NA-P1-O1 CS)	$6,000.00
File Share Reporting Utility (Custom Storage choices not to respond to this requirement - cost is estimated)	$4,000.00
Project #2 (Virtual/VMware Environment)	
VMware - 12M (Quote #TOG-VMW-P2)	$18,651.28
CSPS (VMW) (Quote #TOG-VMW-P2-CS)	$2,000.00
Project #3 (Storage for Active Archiving and Backup)	
CommVault -12M (Quote #TOG-CMV-P3)	$14,799.96
CSPS (CMV) (Quote #TOG-CMV-P3-CS)	$1,000.00
NetApp - Project #3 (Shelf add) 1x24x1TB*	*Price included in NetApp project #1 purchase as noted.
CSPS (NetApp Shelf Add) (Quote #TOG-NA-P3-CS)	$1,000.00
**Total	$155,684.59

AWARD (Project #2)

AWARD (Project #3)

DO NOT AWARD AT THIS TIME

Project #4 (Disaster Recovery Storage Architecture)	
UCS - 12M (Quote #TOG-CIS-P4)	$34,767.80
CSPS (UCS) (Quote #TOG-CIS-P4-CS)	$10,000.00
NetApp AlaCarte Add (Quote #TOG-NA-P4)	$5,402.40
NetApp - Smirror (2040) - 12M (Quote #TOG-NA1-P4)	$7,365.80
NetApp - Smirror (3210A) - 12M (Quote #TOG-NA-P4)	$17,329.63
CSPS (NetApp) (Quote #TOG-NA-P4-CS)	$4,000.00
VMware - 12M (Quote #TOG-VMW-P4)	$28,958.51
CSPS (VMW) (Quote #TOG-VMW-P4-CS)	$4,000.00
**Total	$111,824.13

**Note pricing does not include sales tax or shipping/handling.

Custom Storage
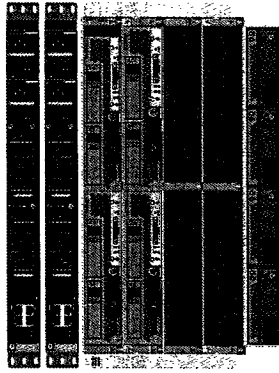Business Advantage through Intelligent Storage

Option #2 – Backup Capacity plus Additional Net New Capacity (Includes 12 Months Support)

Project #1 (Tiered Data Storage Solution)	Customer Price
NetApp Option #2 - 12M *Note that this quote includes the cost for Shelf Add for Project #3 (price is better for Town of Gilbert when shelf is ordered w/this original configuration . (Quote #TOG-NA-P1-O2)	$132,409.51
CSPS (NetApp) (Quote # TOG-NA-P1-O2 CS)	$6,000.00
File Share Reporting Utility (Custom Storage choices not to respond to this requirement - cost is estimated)	$4,000.00
Project #2 (Virtual/VMware Environment)	
VMware - 12M (Quote #TOG-VMW-P2)	$18,651.28
CSPS (VMW) (Quote #TOG-VMW-P2-CS)	$2,000.00
Project #3 (Storage for Active Archiving and Backup)	
CommVault -12M (Quote #TOG-CMV-P3)	$14,799.96
CSPS (CMV) (Quote #TOG-CMV-P3-CS)	$1,000.00
NetApp - Project #3 (Shelf add) 1x24x1TB*	*Price included in NetApp project #1 purchase as noted.
CSPS (NetApp Shelf Add) (Quote #TOG-NA-P3-CS)	$1,000.00
**Total	$179,860.76

Project #4 (Disaster Recovery Storage Architecture)	
UCS - 12M (Quote #TOG-CIS-P4)	$34,767.80
CSPS (UCS) (Quote #TOG-CIS-P4-CS)	$10,000.00
NetApp AlaCarte Add (Quote #TOG-NA-P4)	$5,402.40
NetApp - Smirror (2040) - 12M (Quote #TOG-NA1-P4)	$7,365.80
NetApp - Smirror (3210A) - 12M (Quote #TOG-NA-P4)	$17,329.63
CSPS (NetApp) (Quote #TOG-NA-P4-CS)	$4,000.00
VMware - 12M (Quote #TOG-VMW-P4)	$28,958.51
CSPS (VMW) (Quote #TOG-VMW-P4-CS)	$4,000.00
**Total	$111,824.13

**Note pricing does not include sales tax or shipping/handling.

Town of Gilbert Police Department

Tiered Storage / Virtualization / Backup Storage / DR

*DR solution assumes project projects 1-3 have been implemented as proposed by Custom Storage

VMWare Cluster

Physical Application Servers

iSCSI/ NFS
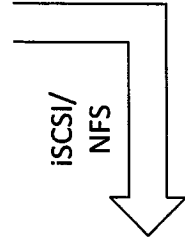
SnapMirror Replication

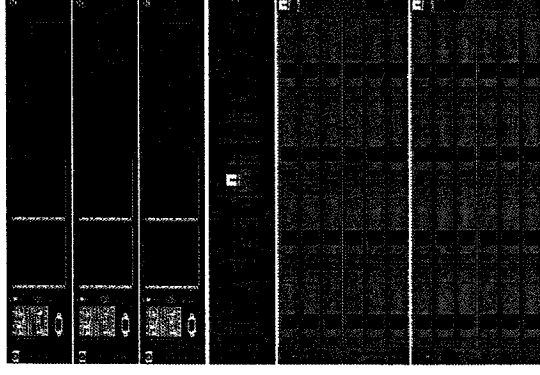Netapp 2040 capacity increased to 24TB

Equipment breakdown:

4 Cisco B200 blades with 12 cores and 48GB of RAM

Redundant 10GbE connectivity for all systems

Storage Capacity:

Option #1 – 3.74TB SAS 15K, 11.5TB SATA

Option #2 – 7.69TB SAS 15K, 23TB SATA

Proposed Production

VMWare
- vSphere 5 cluster providing HA, DRS, and Fault Tolerance. Critical systems are extremely resilient to failures and can be non-disruptively maintained

Cisco UCS
- Highly scalable and resilient server system. Redundant 10GbE network fabrics, suited to run virtualized and physical workloads in the same frame.
- Extremely flexible configuration for all connectivity provided by virtual interface cards.
- Configuration policies allow for multiple systems to be configured quickly based on previously validated settings

Netapp
- Storage system provides access by all requested protocols (NFS/iSCSI/CIFS) allowing all data to be stored on a highly available cluster
- Deduplication of all primary data allows for highly efficient storage utilization. Space savings over 70% are typical for virtual environments
- On demand growing / shrinking of data volumes allows administrators to adapt to changing storage needs effectively, and in a non-disruptive fashion.

Commvault
- NDMP based backups allow for efficient backup of Netapp volumes in a non-disruptive fashion. Volume data can be moved to tape or disk based targets as needed.

Proposed DR

VMWare
- Site Recovery Manager (SRM) allows DR site to restart virtual machines at secondary site in case of a disaster.
- Prioritize virtual machines in a failure scenario, allowing DR site equipment to be used for test and dev during normal operation without interfering with production virtual machines in the event of a failure

Netapp
- Block level replication allows for fast and efficient updates of replicated data to DR site.
- Volume snapshots are transferred along with live file system data to preserve snapshot restore points at both sites.
- All data stored on the Netapp system can be replicated offsite for greatly simplified DR restore processes.

Utilization of existing assets
- VMWare servers that are currently in production can be repurposed at a secondary site.
- Netapp 2040 system currently used as a backup target can serve multiple roles at the DR site

Quotation

Custom Storage
Business Advantage through Intelligent Storage

Custom Storage, Inc.
7975 N. Hayden Rd, Suite A-105
Scottsdale, AZ 85258
Phone 480-760-2100
Fax 480-760-2101
www.customstorage.com
carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-NA-P1-O1
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert 50 E. Civic Center Dr. Gilbert, AZ 85296	**Attn: Ajay Joshi** **Phone: (480) 503-6884** **Email:** Ajay.joshi@gilbertaz.gov

Quote Description: *NetApp (Project #1 - Tiered Data Storage Solution) -Option #1*

Item #	Description	Qty	Price	Ext Price
A	**NetApp Hardware and Software**			$93,618.45
1	*FAS3210 HA System with Dual Controller*	2		
2	*FAS/V32XX,Chassis,AC PS,-C,R6*	1		
3	*DSK SHLF,24x300GB,15K,3Gb SAS,IOM3,-C,R5*	1		
4	*DSK SHLF,12x2.0TB,7.2K,SATA,IOM3,QS,R5*	1		
5	*Cisco N50XX 10GBase Copper SFP+cable,5m,-C,R6*	2		
6	*Rackmount Kits, Power Cords and Cabling (Misc.)*	1		
7	*SW,CIFS,3210A,-C*	2		
8	*SW,Flexclone,3210A,-C*	2		
9	*SW,NFS,3210A,-C*	2		
10	*Data ONTAP Essentials: HTTP, One Protocol of Choice, Dedup (ASIS), NearStore, SyncMirror, DSM/MPIO, MultiStore, FlexCache - System Manager*	2		
11	*SW,SnapRestore,3210A,-C*	2		
12	*SW,iSCSI,-C*	2		
13	*DSK SHLF,24x1.0TB,7.2K,-C with cabling (For Project #3 Add to FAS2040) ** = $18,935.87*	1		
B	**NetApp Support/Maintenance & Professional Services**	.		$14,614.90
1	*SupportEdge Premium, 7x24, 4hr Onsite, w/o Install (12 Mos.) (lines 1-12) = $11,968.42*	1		
2	*SupportEdge Premium, 7x24, 4hr Onsite, w/o Install (12 Mos.) (Line 13) = $2,646.48*	1		
			Subtotal	$108,233.35
	Note that this pricing is valid for this configuration only and must be ordered on one PO.		**Total**	$108,233.35

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

*Quote does not include installation - see CS Quote #TOG-NA-P1-CS for services

**Quote does not include installation for 1x24x1TB shelf - see Quote #TOG-NA-P3-CS for services

Monthly lease price based on 36 month lease***	$	3,442.90

This pricing information is CONFIDENTIAL between Custom Storage, Inc. and the company referenced above and may not be distributed to third parties without prior written consent from Custom Storage, Inc. *Lease price is an estimate only. ***Actual monthly lease will be based on lease rates at time of PO and credit rating as determined by leasing company.

***Other financing options are available. Please talk to your Account Manager for more information.**

Quotation

Custom Storage
Business Advantage through Intelligent Storage

Custom Storage, Inc.
7975 N. Hayden Rd, Suite A-105
Scottsdale, AZ 85258
Phone 480-760-2100
Fax 480-760-2101
www.customstorage.com
carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-NA-P1-O2
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert
50 E. Civic Center Dr.
Gilbert, AZ 85296

Attn: Ajay Joshi
Phone: (480) 503-6884
Email: Ajay.joshi@gilbertaz.gov

Quote Description: *NetApp (Project #1 - Tiered Data Storage Solution) -Option #2*

Item #	Description	Qty	Price	Ext Price
A	**NetApp Hardware and Software**			**$114,956.39**
1	*FAS3210 HA System with Dual Controller*	2		
2	*FAS/V32XX,Chassis,AC PS,-C,R6*	1		
3	*DSK SHLF,24x600GB,15K,3Gb SAS,IOM3,-C,R5*	1		
4	*DSK SHLF,24x2.0TB,7.2K,SATA,IOM3,-C,R5*	1		
5	*Cisco N50XX 10GBase Copper SFP+cable,5m,-C,R6*	2		
6	*Rackmount Kits, Power Cords and Cabling (Misc.)*	1		
7	*SW,CIFS,3210A,-C*	2		
8	*SW,Flexclone,3210A,-C*	2		
9	*SW,NFS,3210A,-C*	2		
10	*Data ONTAP Essentials: HTTP, One Protocol of Choice, Dedup (ASIS), NearStore, SyncMirror, DSM/MPIO, MultiStore, FlexCache - System Manager*	2		
11	*SW,SnapRestore,3210A,-C*	2		
12	*SW,iSCSI,-C*	2		
13	*DSK SHLF,24x1.0TB,7.2K,-C with cabling (For Project #3 Add to FAS2040) ** = $19,612.85*	1		
B	**NetApp Support/Maintenance & Professional Services**	-		**$17,453.13**
1	*SupportEdge Premium, 7x24, 4hr Onsite, w/o Install (12 Mos.) (lines 1-12) = $14,603.90*	1		
2	*SupportEdge Premium, 7x24, 4hr Onsite, w/o Install (12 Mos.) (Line 13) = $2,849.23*	1		
			Subtotal	$132,409.51
Note that this pricing is valid for this configuration only and must be ordered on one PO.			Total	$132,409.51

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage
*Quote does not include installation - see Quote #TOG-NA-P1-O2-CS for services
**Quote does not include installation for 1x24x1TB shelf - see Quote #TOG-NA-P3-CS for services

Monthly lease price based on 36 month lease***	$	4,211.95

This pricing information is CONFIDENTIAL between Custom Storage, Inc. and the company referenced above and may not be distributed to third parties without prior written consent from Custom Storage, Inc. *Lease price is an estimate only.   ***Actual monthly lease will be based on lease rates at time of PO and credit rating as determined by leasing company.

***Other financing options are available. Please talk to your Account Manager for more information.**

SELECTED

Quotation

Custom Storage
Business Advantage through Intelligent Storage

Custom Storage, Inc.
7975 N. Hayden Rd, Suite A-105
Scottsdale, AZ 85258
Phone 480-760-2100
Fax 480-760-2101
www.customstorage.com
carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-NA-P1-O1 CS
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert 50 E. Civic Center Dr. Gilbert, AZ 85296	Attn: Ajay Joshi Phone: (480) 503-6884 Email: Ajay.joshi@gilbertaz.gov

Quote Description: *Custom Storage Professional Services (for Quote #TOG-NA-P1-O1)*

Item #	Description	Qty	Price	Ext Price
A	**Custom Storage Professional Services**	1		$6,000.00
1	*Custom Storage Installation and Implementation Services* (Includes Installation, Basic Onsite Training & Knowledge Transfer) *SOW To Follow*	1		$6,000.00
			Subtotal	$6,000.00
			Total	$6,000.00

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$ 190.86

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***Other financing options are available. Please talk to your Account Manager for more information.*

Quotation

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www.customstorage.com
carolyn@customstorage.com

Business Advantage through Intelligent Storage

DATE	3/15/2012
Quotation #	TOG-NA-P1-O2 CS
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert 50 E. Civic Center Dr. Gilbert, AZ 85296	Attn: Ajay Joshi Phone: (480) 503-6884 Email: Ajay.joshi@gilbertaz.gov

Quote Description: *Custom Storage Professional Services (for Quote #TOG-NA-P1-O2)*

Item #	Description	Qty	Price	Ext Price
A	<u>**Custom Storage Professional Services**</u>			$6,000.00
1	*Custom Storage Installation and Implementation Services* (Includes Installation, Basic Onsite Training & Knowledge Transfer) *SOW To Follow*	1		$6,000.00
			Subtotal	$6,000.00
			Total	**$6,000.00**

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$	190.86

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Quotation

DATE	3/15/2012
Quotation #	TOG-NA-P3 CS
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert	Attn: Ajay Joshi
50 E. Civic Center Dr.	Phone: (480) 503-6884
Gilbert, AZ 85296	Email: Ajay.joshi@gilbertaz.gov

Quote Description: Custom Storage Professional Services (for Quote #TOG-NA-P1-O1 = 1x24x1TB Shelf only)

Item #	Description	Qty	Price	Ext Price
A	**Custom Storage Professional Services**			$1,000.00
1	*Custom Storage Installation and Implementation Services* (Includes Installation of 1x24x1TB shelf only to be added to existig FAS2040)	1		$1,000.00
	SOW To Follow			
			Subtotal	$1,000.00
			Total	$1,000.00

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$	31.81

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Other financing options are available. Please talk to your Account Manager for more information.

Quotation

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carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-VMW-P2
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert	**Attn:** Ajay Joshi	
50 E. Civic Center Dr.	**Phone:** (480) 503-6884	
Gilbert, AZ 85296	**Email:** Ajay.joshi@gilbertaz.gov	

Quote Description: *VMWARE (Project #2 - Virtual/VMware Environment)*

Item #	Description	Qty	Price	Ext Price
A	**VMWARE Software**			$13,368.33
1	*VS5-ENT-AK-C - VMWARE VSPHERE 5 ENTERPRISE ACCELERATION*	1		
B	**VMWARE Support & Installation**			$5,282.95
1	*VS5-ENT-AK-PSSS-C - PRODUCTION SUPPORT/SUBSCRIPTION VMWARE V - 12 Months*	1		
			Subtotal	$18,651.28
			Total	$18,651.28

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage
*Quote does not include instalation - See CS Quote #TOG-VM-P2-CS for services

Monthly lease price based on 36 month lease**	$	593.30

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Quotation

DATE	3/15/2012
Quotation #	TOG-VMW-P2-CS
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert
50 E. Civic Center Dr.
Gilbert, AZ 85296

Attn: Ajay Joshi
Phone: (480) 503-6884
Email: Ajay.joshi@gilbertaz.gov

Quote Description: *Custom Storage Professional Services (for Quote #TOG-VMW-P2)*

Item #	Description	Qty	Price	Ext Price
A	**Custom Storage Professional Services**			$2,000.00
1	*Custom Storage Installation and Implementation Services* (Includes Installation, Basic Onsite Training & Knowledge Transfer) *SOW To Follow*	1		$2,000.00
			Subtotal	$2,000.00
			Total	$2,000.00

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$ 63.62

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**Other financing options are available. Please talk to your Account Manager for more information.*

SELECTED

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Phone 480-760-2100
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carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-CMV-P3
Quotation valid until:	**7/31/12***
Prepared by:	**Carolyn Pinckard**
Terms:	**Net 30**

Business Advantage through Intelligent Storage

To: Town Of Gilbert	Attn: Ajay Joshi
50 E. Civic Center Dr.	Phone: (480) 503-6884
Gilbert, AZ 85296	Email: Ajay.joshi@gilbertaz.gov

Quote Description: *CommVault (Project #3 - Storage for Active Archiving and Backup)*

Item #	Description	Qty	Price	Ext Price
A	<u>CommVault Software</u>			$11,807.46
1	*DA-NA-36T - 1 NDMP CLIENT FOR A NETAPP FILER NAS SERVER, TIER 3 (0-36TB CAPACITY)*	2		
B	<u>CommVault Support & Installation - 12 Months</u>			$2,992.50
1	*S-PREM-MNT - COMMVAULT PREMIUM MAINTENANCE 24X7 SUPPORT*	1		
			Subtotal	$14,799.96
			Total	$14,799.96

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage
*Quote does not include installation - see CS Quote #TOG-CMV-P3-CS for services

Monthly lease price based on 36 month lease**	$	470.79

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carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-CMV-P3-CS
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert	Attn: Ajay Joshi
50 E. Civic Center Dr.	Phone: (480) 503-6884
Gilbert, AZ 85296	Email: Ajay.joshi@gilbertaz.gov

Quote Description: *Custom Storage Professional Services (for Quote #TOG-CMV-P3)*

Item #	Description	Qty	Price	Ext Price
A	Custom Storage Professional Services			$1,000.00
1	*Custom Storage Installation and Implementation Services* (Includes Installation, Basic Onsite Training & Knowledge Transfer) *SOW To Follow*	1		$1,000.00
			Subtotal	$1,000.00
			Total	$1,000.00

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$ 31.81

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carolyn@customstorage.com

| DATE | 3/15/2012 |
| Quotation # | TOG-CIS-P4 |

Quotation valid until: 4/28/12*
Prepared by: Carolyn Pinckard
Terms: Net 30

To:	Town Of Gilbert	Attn:	Ajay Joshi
	50 E. Civic Center Dr.	Phone:	(480) 503-6884
	Gilbert, AZ 85296	Email:	Ajay.joshi@gilbertaz.gov

Quote Description: *Cisco (Project #4 - Disaster Recovery Storage Architecture)*

Item #	Description	Qty	Price	Ext Price
A	Cisco UCS Hardware/Software			$32,265.96
	UCS Summary: 48GB RAM each blade, 2 Processors, 6 Core 2.53GHz. Includes virtual interface cards & (2) 10Gb Fabric Interconnects.			
1	UCS-SP4-EV-B200 - UCS SP4 EV BDL 2FI,1XCH-4XB200W/2X5649,4	1		
2	UCS-SP-INFRA-CHSS - UCS SP BASE 5108 BLADE SVR AC CHASSIS	1		
3	CAB-C19-CBN - CABINET POWER CORD, 250 VAC 16A,	4		
4	N20-CBLKB1 - BLADE SLOT BLANKING PANEL FOR UCS 5108/S	8		
5	N01-UAC1 - SINGLE PHASE AC POWER MODULE FOR UCS 510	1		
6	N20-FAN5 - FAN MODULE FOR UCS 5108	8		
7	N20-CAK - ACCESS. KIT FOR 5108 BLADE CHASSIS INCL	1		
8	N20-FW010 - UCS 5108 BLADE SERVER CHASSIS FW PACKAGE	1		
9	UCSB-PSU-2500ACPL - 2500W PLAT AC HOT PLUG PWR SUP	4		
10	UCS-IOM-2208XP - UCS 2208XP I/O MODULE (8 EXTERNAL, 32 IN	2		
11	UCS-SP-INFRA-FI - UCS 6248 FI W/ 12P LIC, CABLES BUNDLE	2		
12	CAB-C13-CBN - CABINET JUMPER POWER CORD, 250 VAC 10A,	4		
13	UCS-ACC-6248UP - UCS 6248UP CHASSIS ACCESSORY KIT	2		
14	UCS-BLKE-6200 - UCS 6200 SERIES EXPSION MOD BLANK	2		
15	UCS-FAN-6248UP - UCS 6248UP FAN MODULE	4		
16	UCS-FI-DL2 - UCS 6248 LAYER 2 DAUGHTER CARD	2		
17	UCS-PSU-6248UP-AC - UCS 6248UP POWER SUPPLY/100-240VAC	4		
18	SFP-H10GB-CU3M - 10GBASE-CU SFP+ CABLE 3 METER	8		
19	SFP-10G-SR - 10GBASE-SR SFP MODULE	4		
20	DS-SFP-FC8G-SW - 8 GBPS FIBRE CHANNEL SW SFP+, LC	12		
21	N10-MGT010 - UCS MANAGER V2.0	2		
22	UCS-SP4-ENTV-B200 - UCS SP4 BNDL W/B200, 2XE5649, 6X8GB DDR3,1	4		
23	N20-BHTS1 - CPU HEAT SINK FOR UCS B200 BLADE SERVER	8		
24	N20-BBLKD - UCS 2.5 INCH HDD BLANKING PANE	8		
25	UCS-MR-1X082RX-A - 8GB DDR3-1333-MHZ RDIMM/PC3-10600/2R/1.3	24		
26	N20-AC0002 - UCS M81KR VIRTUAL INTERFACE CARD/PCIE/2-	4		
27	A01-X0120 - INTEL XEON E5649 2.53GHZ /6C/80W/12MB CA	8		
B	Cisco Support * Professional Services - 12 Months			$2,501.84
1	CON-UCS7-SPINFRAC	1	$190.96	$190.96
2	CON-UCS7-SPINFRAF	2	$706.64	$1,413.28
3	CON-UCS7-SP4VB200	4	$224.40	$897.60
			Subtotal	$34,767.80
			Total	$34,767.80

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage
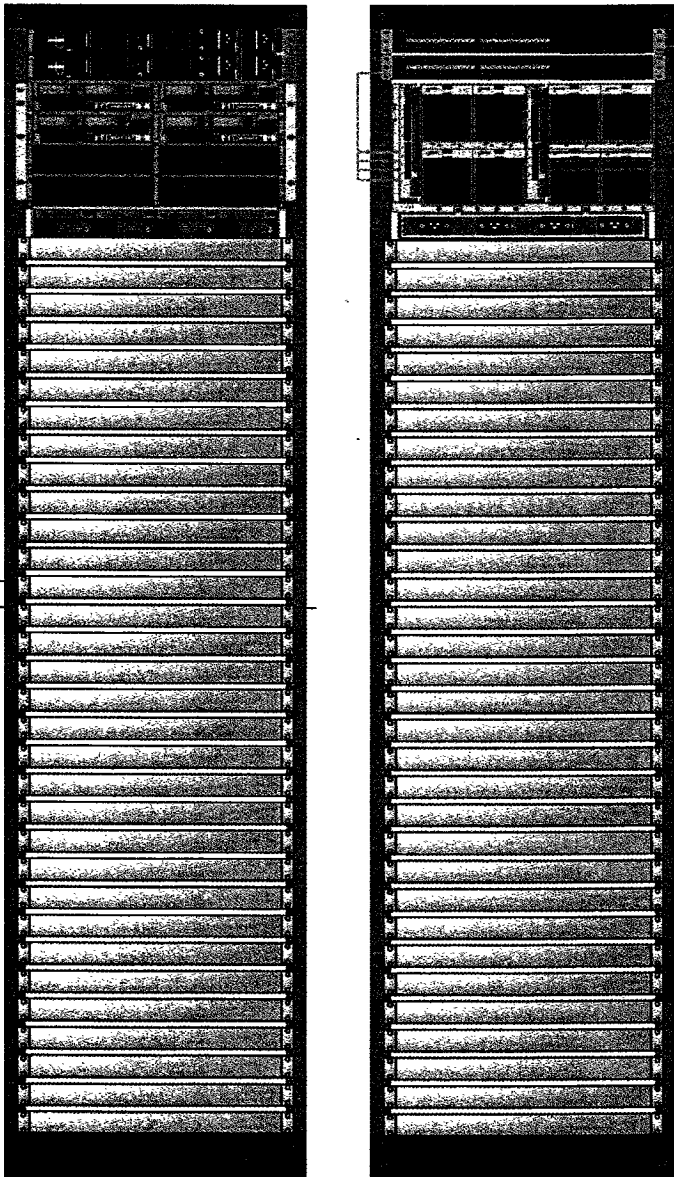*Quote does not include installation - see CS Quote #TOG-CIS-P4-CS for services

| Monthly lease price based on 36 month lease** | $ | 1,105.96 |

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***Other financing options are available. Please talk to your Account Manager for more information.*

Table 1: Configuration of the Cisco UCS B200 M2 Value Bundle

Cisco UCS B200 Value Bundle
UCS-SP4-EV-B200

Front View   Rear View

Fabric Interconnects:
- (2) 6248 32 included unified port unit
- UCS Manager
- Accessory kit
- Cables and optics

Blade Chassis:
- (1) UCS 8 slot blade chassis
- (4) Power supplies and cables
- (2) 2208 I/O modules
- (8) Twinax uplink cables

Blade Details:
- (4) UCS B200/M2 Blades
- CPU: 2 x E5649 (2.53 GHz / 6-core / 80w
- Memory: 6 x 8GB (48GB)
- No HDD
- Cisco M81KR Virtual Interface Card

Support:
*Includes UCS7 UC Support 24x7x4 OS

Custom Storage
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carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-CIS-P4-CS
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert 50 E. Civic Center Dr. Gilbert, AZ 85296	**Attn:** Ajay Joshi **Phone:** (480) 503-6884 **Email:** Ajay.joshi@gilbertaz.gov

Quote Description: *Custom Storage Professional Services (for Quote #TOG-CIS-P4)*

Item #	Description	Qty	Price	Ext Price
A	**Custom Storage Professional Services**			$10,000.00
1	*Custom Storage Installation and Implementation Services* (Includes Installation, Basic Onsite Training & Knowledge Transfer) *SOW To Follow*	1		$10,000.00
			Subtotal	$10,000.00
			Total	$10,000.00

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$	318.10

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DATE	3/15/2012
Quotation #	TOG-NA-P4
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert	Attn: Ajay Joshi
50 E. Civic Center Dr.	Phone: (480) 503-6884
Gilbert, AZ 85296	Email: Ajay.joshi@gilbertaz.gov

Quote Description: *NetApp (Project #4 - Disaster Recovery Storage Architecture)*

Item #	Description	Qty	Price	Ext Price
A	**NetApp Hardware**			$5,402.40
1	*Cable, Cisco N5020 10GBase Copper SFP+ 5m*	4		
2	*NIC 2-Port Bare Cage SFP+ 10GbE PCIe Message: Card may require SFP+: X6563-R6 and may require (2) optical cables: X6536-R6, X6537-R6, X6546-R6, X6547-R6, X6553-R6, or X6554- R6 OR (2) copper cables: Cisco or Brocade. Requires DataONTAP 7.3.2 – Minimum.*	2		
3	*SFP+ for X1107, Optical, 10GbE, Short Reach*	4		
			Subtotal	$5,402.40
			Total	$5,402.40

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$ 171.85

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**Other financing options are available. Please talk to your Account Manager for more information.

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carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-NA-1-P4
Quotation valid until:	7/31/12*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert	Attn: Ajay Joshi
50 E. Civic Center Dr.	Phone: (480) 503-6884
Gilbert, AZ 85296	Email: Ajay.joshi@gilbertaz.gov

Quote Description: *NetApp (Project #4 - Disaster Recovery Storage Architecture)*

Item #	Description	Qty	Price	Ext Price
A 1	<u>NetApp Software (Add to Existing 2040 SN#700000278196)</u> *SW-2040-PROTECTION-PK - SW,Protection PK,2040* *Message: Includes SnapMirror and SnapVault-Secondary*	1		$5,792.04
B 1	<u>NetApp Support - 12 Months (Existing 2040)</u> *NetApp SW Support Plan - Mths:12*	1		$1,573.76
C 1	<u>NetApp Software (Add to New 3210A)</u> *SW-3210A-SMIRROR - SW,SnapMirror,3210A*	2		$13,627.03
D 1	<u>NetApp Support - 12 Months (Existing 2040)</u> *NetApp SW Support Plan - Mths:12*	2		$3,702.60
		Subtotal		$24,695.43
		Total		$24,695.43

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage
*Quote does not include installation - see CS Quote #TOG-NA-1-P4-CS

Monthly lease price based on 36 month lease**	$	785.56

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DATE	3/15/2012
Quotation #	TOG-NA-1-P4-CS
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert 50 E. Civic Center Dr. Gilbert, AZ 85296	**Attn:** Ajay Joshi **Phone:** (480) 503-6884 **Email:** Ajay.joshi@gilbertaz.gov

Quote Description: *Custom Storage Professional Services (for Quote #TOG-NA-1-P4)*

Item #	Description	Qty	Price	Ext Price
A	**Custom Storage Professional Services**			$4,000.00
1	*Custom Storage Installation and Implementation Services* (Includes Installation, Basic Onsite Training & Knowledge Transfer) *SOW To Follow*	1		$4,000.00
			Subtotal	$4,000.00
			Total	$4,000.00

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$	127.24

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DATE	3/15/2012
Quotation #	TOG-VMW-P4
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert
50 E. Civic Center Dr.
Gilbert, AZ 85296

Attn: Ajay Joshi
Phone: (480) 503-6884
Email: Ajay.joshi@gilbertaz.gov

Quote Description: *VMWARE (Project #4 - Disaster Recovery Storage Architecture)*

Item #	Description	Qty	Price	Ext Price
A	**VMWARE Software**			$21,151.41
1	*VS5-ENT-AK-C - VMWARE VSPHERE 5 ENTERPRISE ACCELERATION*	1		
2	*VS5-ENT-C-L1 - VPP L1 VMWARE VSPHERE 5 ENTERPRISE FOR 1*	2		
3	*VC-SRM5-25S-CL1 - VPP L1 VMWARE VCENTER SITE RECOVERY MANAGER*	1		
B	**VMWARE Support & Installation - 12 Months**			$7,807.10
1	*VS5-ENT-AK-PSSS-C - PRODUCTION SUPPORT/SUBSCRIPTION VMWARE*	1	$5,282.95	$5,282.95
2	*VS5-ENT-P-SSS-C - PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE*	2	$683.05	$1,366.10
3	*VC-SRM5-25S-PSSS-C - PRODUCTION SUPPORT/SUBSCRIPTION FOR VMWARE*	1	$1,158.05	$1,158.05
			Subtotal	$28,958.51
			Total	$28,958.51

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage
*Quote does not include installation - see CS Quote #TOG-VMW-P4-CS for services.

Monthly lease price based on 36 month lease**	$ 921.17

This pricing information is CONFIDENTIAL between Custom Storage, Inc. and the company referenced above and may not be distributed to third parties without prior written consent from Custom Storage, Inc. *Lease price is an estimate only. **Actual monthly lease will be based on lease rates at time of PO and credit rating as determined by leasing company.

***Other financing options are available. Please talk to your Account Manager for more information.**

Quotation

Custom Storage
Business Advantage through Intelligent Storage

Custom Storage, Inc.
7975 N. Hayden Rd, Suite A-105
Scottsdale, AZ 85258
Phone 480-760-2100
Fax 480-760-2101
www.customstorage.com
carolyn@customstorage.com

DATE	3/15/2012
Quotation #	TOG-VMW-P4-CS
Quotation valid until:	7/31/2012*
Prepared by:	Carolyn Pinckard
Terms:	Net 30

To: Town Of Gilbert	Attn: Ajay Joshi
50 E. Civic Center Dr.	Phone: (480) 503-6884
Gilbert, AZ 85296	Email: Ajay.joshi@gilbertaz.gov

Quote Description: *Custom Storage Professional Services (for Quote #TOG-VMW-P4)*

Item #	Description	Qty	Price	Ext Price
A	**Custom Storage Professional Services**			$4,000.00
1	*Custom Storage Installation and Implementation Services* (Includes Installation, Basic Onsite Training & Knowledge Transfer) *SOW To Follow*	1		$4,000.00
			Subtotal	$4,000.00
			Total	$4,000.00

(Price quoted does not include shipping costs and sales tax)

*Quotation may be extended pending further discussion and actual required purchase dates- please discuss with Custom Storage

Monthly lease price based on 36 month lease**	$	127.24

This pricing information is CONFIDENTIAL between Custom Storage, Inc. and the company referenced above and may not be distributed to third parties without prior written consent from Custom Storage, Inc. *Lease price is an estimate only. **Actual monthly lease will be based on lease rates at time of PO and credit rating as determined by leasing company.

***Other financing options are available. Please talk to your Account Manager for more information.**

NetApp®
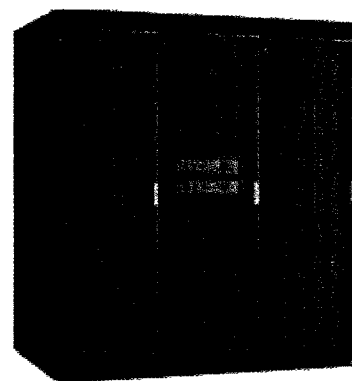
Datasheet

NetApp FAS3200 Series

Get advanced capabilities in a midrange storage system and easily respond to future expansion

Best Value with Unmatched Efficiency

The FAS3200 series delivers the advantages of the NetApp® unified storage architecture through one operating system, consistent management software, integrated data protection, multiple tiers of storage, and industry-leading storage efficiency.

Increase Flexibility and Expand Your Environment

The FAS3200 series scales to nearly 3PB plus has the extra PCIe slot connectivity you need to adapt to growing storage workloads.

Confidently Deploy Diverse Workloads with Enterprise-Class Availability and Performance

The FAS3200 series is designed for faster performance and more bandwidth with proven NetApp availability.

Challenges

There is an ongoing challenge to efficiently meet the growing storage needs of business applications such as messaging, collaboration, file services, Web, office productivity, databases, and more. What is needed is storage that is both efficient and flexible with high-end availability and performance to effectively meet the challenges of virtualized and traditional IT environments.

The Solution

With the NetApp FAS3200 series you can cost-effectively meet the storage needs of business applications in both virtual and traditional environments. Handle today's workloads with industry-leading storage efficiency through the NetApp unified architecture running our Data ONTAP® storage operating system. Consolidate diverse data sets plus be ready to respond to change more easily and non-disruptively with the extra PCIe slots, high performance, and enterprise-class availability of the FAS3200 series.

Midsize environments can gain high-end benefits without the budget or space required to support frame-array-class systems. Regional data centers, replicated sites, and departmental systems that need full-featured, yet efficient, storage with advanced availability and performance capabilities can benefit too.

The FAS3200 series spans three models to enable you to tailor-fit a solution that's right for your environment: FAS3210, FAS3240, and FAS3270. Our systems are simple to install, provision, and upgrade to meet your needs. Plus you can maximize productivity with our common suite of application-aware management software. The FAS3200 systems, with the best value for mixed workloads, can give you an edge that other midrange storage platforms simply cannot match.

Lower Costs with Our Highly Efficient Systems

NetApp delivers a truly unified storage architecture that uses a single platform with common software and processes across all tiers of storage. You can consolidate your diverse workloads with multi-protocal support and also benefit from integrated data protection, one operating system across the entire family, and heterogenous disk array support with V-series. This helps you maximize the efficiency of your virtual servers by delivering storage when and where it's needed.

What's more, common management across our unified storage architecture assists in consolidation of diverse data sets and data-in-place controller upgrades to more powerful FAS systems.

The FAS3200 series enables you to build a flexible and efficient shared infrastructure today as your foundation for future-ready IT.

Figure 2) NetApp FAS3200 controller.

This lowers your administrative costs and makes it easier for you to deploy new capabilities across your enterprise.

If you are looking to dramatically decrease your consumption of space, power, and cooling, then deploy your FAS3200 series system with our DS2246 disk shelf. This leading-edge disk shelf features the latest SAS technology using small-form-factor SAS 2.5" disk drives capable of doubling capacity per rack unit, conserving your valuable data center resources.

Increase Flexibility

The FAS3200 series scales to nearly 3PB of versatile storage that adapts readily to your growing storage demands. If your environment needs extra connectivity, the expanded I/O configurations of the FAS3240 and FAS3270 models significantly add to the number of PCIe expansion slots available. Moreover, all FAS3200 systems support Data ONTAP in both standard and cluster modes, providing you with the flexibility of up to 24 nodes.

Get Proven Availability and Performance

The FAS3200 series is built on the proven enterprise-class availability of the NetApp storage infrastructure. The FAS3200 models leverage from high-end systems by introducing features such as Alternate Control Path (ACP)

and service processor. These enhance our already highly available architecture by enabling additional diagnostics and non-disruptive recovery.

You can further boost data availability and get zero planned and unplanned downtime by combining the FAS3200 series with our MetroCluster™ solution, which promotes continuous access to data and prevents data loss. MetroCluster delivers distance array-based clustering to protect against outages within your data center, across campus, or citywide due to hardware failures, power, network, and environmental faults.

The FAS3200 series features leading-edge technology for high-performance storage. Use our DS4243 with solid state drives (SSDs) when every I/O read must be fast. Or boost system performance by adding up to 2TB of Flash Cache. These intelligent caching modules automatically increase read rates and reduce average latency for your frequently accessed data, without adding more disk drives. Our Flash Cache combined with hard disk drives is an effective and typically more affordable alternative to SSDs.

Industry-Leading Storage Efficiency with Data ONTAP

Data ONTAP is our storage operating system that delivers industry-leading storage efficiency across our unified architecture.

- Expand or contract LUNs or volumes instantly with thin provisioning to keep storage operations as lean as possible.
- High-efficiency NetApp Integrated Data Protection reduces the cost and complexity of safeguarding your business.
- Space-efficient Snapshot™ copies enable more frequent local backups and restores in minutes.
- Thin replication enables backup and recovery, disaster recovery, and archival using minimal storage capacity and network resources.
- Likewise, our low-overhead double-parity RAID-DP® offers better data protection and capacity utilization than traditional RAID implementations.
- Add to this our NetApp deduplication and data compression, which provide the industry's best answer to ever-increasing storage capacity demands, and you can dramatically increase the efficiency of your storage and lower TCO.

FAS3200 TECHNICAL SPECIFICATIONS

All data in this table applies to active-active dual controller configurations.

	FAS3270 with Expanded I/O	FAS3270	FAS3240 with Expanded I/O	FAS3240	FAS3210
Maximum Raw Capacity	2880TB	2880TB	1800TB	1800TB	720TB
Maximum Disk Drives	960	960	600	600	240
Controller Form Factor	Dual enclosure HA; 2 controllers in two 3U chassis, total of 6U	Single enclosure HA; 2 controllers in single 3U chassis	Dual enclosure HA; 2 controllers in two 3U chassis, total of 6U	Single enclosure HA; 2 controllers in single 3U chassis	Single enclosure HA; 2 controllers in single 3U chassis
Memory	32GB	32GB	16GB	16GB	8GB
Flash Cache (maximum)	2TB	2TB	1TB	1TB	512GB
PCIe Expansion Slots	12	4	12	4	4
Onboard I/O: 4Gb FC	4	4	4	4	4
Onboard I/O: 6Gb SAS	4	4	4	4	4
Onboard I/O: GbE	4	4	4	4	4
Storage Networking Supported	FC; FCoE; IP SAN (iSCSI); NFS; CIFS; HTTP; FTP				
OS Version	Data ONTAP 7 and 8				
Supported Configurations	Highly available controller configurations: Active-active controller with controller failover and multi-path HA storage Active-active controller with stretch (nonswitch) and fabric-attached MetroCluster V-Series Storage Acceleration Appliance SA320				
Disk Shelves Supported	DS2246 (2U; 24 drives – 2.5" SAS SFF) DS4243 (4U; 24 drives – 3.5" SATA/SAS/SSD)[1] DS14mk2 and DS14mk4 (3U; 14 drives, 3.5" FC/SATA)				
Maximum RAID Group Sizes	RAID 6 (RAID-DP): FC – 28 (26 data disks plus 2 parity disks) SATA – 20 (18 data disks plus 2 parity disks) RAID 4: FC – 14 (13 data disks plus 1 parity disk) SATA – 7 (6 data disks plus 1 parity disk)				
Operating Systems Supported	Windows® 2000, Windows Server 2003, Windows Server 2008, Windows XP, Linux®, Sun Solaris, AIX, HP-UX, Mac® OS, VMware®, ESX				
Maximum Number of LUNs	4096				
Number of Supported SAN Hosts	Up to 512 hosts per HA pair Up to 24 directly connected servers per HA pair				
FlexVol® Volumes	Up to 500 per controller				
Snapshot Copies	Up to 127,000				
Maximum Volume/Aggregate Size	70TB	70TB	50TB	50TB	50TB
Maximum Port Count Includes Integrated Ports and PCIe Expansion Slots					
FC Target Ports (8Gb/4Gb) (max)	24/52	8/20	24/52	8/20	8/20
10GbE, FCoE Target Ports (max)	24	8	24	8	8
GbE Ports (max)	52[2]	20	52[2]	20	20
6Gb SAS Ports (max)	52	20	52	20	20
FC Initiator Ports (max)	52	20	52	20	20
Maximum Adapters					
Dual 10GbE (optical or copper)	12	4	12	4	4
Quad GbE (copper)	12[2]	4	12[2]	4	4
Dual 10GbE FCoE SAN Unified Target Adapter (optical or copper)	12	4	12	4	4
8Gb FC Target (optical)	12	4	12	4	4
Dual 8Gb VI FC for SnapMirror®	2	2	2	2	2
Flash Cache (1TB/512GB/256GB)	2/4/NA	2/4/NA	NA/2/4	NA/2/4	NA/NA/2
Quad 6Gb SAS Storage HBA	12	4	12	4	4
Quad 4Gb FC Storage/Tape HBA	12	4	12	4	4

[1] SSDs not currently supported with FAS3210   [2] Maximum number of Ethernet ports on all network adapter cards depends on the Data ONTAP release in use

FAS3200 Series Software

The FAS3200 includes a simplified software structure that offers more value and enhanced simplicity while maintaining a flexible foundation for building custom solutions.

As reflected below, enhancements include:

- More software value is now included standard with every system via Data ONTAP Essentials
- A-la-carte structure of add-on software simplified to five key software products
- Customers have the flexibility to select one protocol of their choice to be included with the base system (other protocols can be added separately)
- A Complete Bundle of all NetApp Extended Value software is available for all-inclusive functionality and convenience

DATA ONTAP ESSENTIALS

The following software is included with every FAS/V3200 system, delivering unmatched value through greater flexibility, availability, and automation:

Capability	Product/Feature	Description
OnCommand™ Management Software	System Manager	Windows OS–based management tool for single system deployment.
	OnCommand	Unified Manager to deploy, automate, provision, protect, monitor and manage all your NetApp storage systems from a single console.
High Availability	MultiPath I/O	Load balancing and multipath capabilities for failover.
	SyncMirror	Maintains two local, online copies of data. Protects against all types of hardware outages.
	MetroCluster	Combines array-based clustering with synchronous mirroring; provides continuous availability at a low cost.
Storage Efficiency	Deduplication	Transparently removes duplicate data at the block level, for all storage tiers.
	Thin provisioning	Enables on-demand storage provisioning to achieve maximum utilization across multiple applications.
	FlexVol	Enables virtual volumes that you can manage and move independently from physical storage.
Data Protection	RAID-DP	Safeguards your data from double disk failure, with no performance penalty.
	Snapshot	Enables quick point-in-time copies of file systems or LUNs; NetApp Snapshot uniquely carries no performance penalty.
	Open Systems SnapVault	Backup of DAS connected to Windows or UNIX servers; maintains online archive of backup copies.
Secure Mult-tenancy	MultiStore	Secure partitioning of network and storage resources enables consolidation of multiple domains on a single system.
Performance	FlexCache	Enables NetApp systems to be used as caches.
	FlexShare	Automatically allocates storage resources to higher priority workloads.
Storage Protocols	Included SAN or NAS protocol	One SAN or NAS protocol of your choice (iSCSI, FC, NFS, CIFS) is included with your system.

Extended-Value Software:

Affordable, easy to buy add-on software modules are available to enhance base system functionality.
These can be purchased individually, or all of these products can be purchased together via the NetApp Complete Bundle.

Capability	Product/Feature	Description
Application Integration	SnapManager® Suite	Enables application aware and virtual machine aware backup, recovery, and cloning (for Oracle, Exchange, SharePoint, SQL, SAP, Virtual Infrastructure, and Hyper-V).
System Recovery	SnapRestore®	Restore LUNs and file systems from previously backed-up snapshot copies in seconds, irrespective of size or number of files.
Disaster Recovery	SnapMirror®	Synchronous, semi-synchronous, and asynchronous data replication software that delivers simple, efficient, and flexible disaster recovery for business-critical applications.
Virtual Cloning	FlexClone®	Instantly create transparent virtual copies of production databases or virtual machines, without needing any additional storage capacity or compromising performance.
Disk-to-disk Backup	SnapVault®	Disk-to-disk backup software for complete back-ups and online archives to primary or secondary storage in minutes instead of hours or days.
Storage Protocols	Optional SAN and NAS protocols	Native support for all key SAN/NAS protocols (iSCSI, FC, NFS, CIFS), makes NetApp systems ideal for consolidating your mixed IT environment. One protocol of your choice is included standard with your system; others can be added as desired.
All Extended Value Software	Complete Bundle	All of the Extended Value software above, together in a single bundle for all-inclusive convenience.

FAS3200 SERIES QUICK CHECKLIST FOR ORDERING

Models	FAS3270 FAS3240 FAS3210
Flash Cache	1TB, 512GB and 256GB modules
I/O Options	Optional NICs and HBAs
Disk Shelves	DS2246 (24 drives – 2.5" SAS SFF) DS4243 (24 drives – 3.5" SATA/SAS/SSD)' DS14mk2 and DS14mk4 (for MetroCluster and DC configurations; 14 drives – 3.5" FC/SATA)
Storage Protocols	FC, IP SAN (iSCSI), NFS, CIFS
Optional Software	Refer to FAS3200 series software tables
Professional Services	Storage System Installation Service, RDS+ Implementation Services, Storage Controller Upgrade Service, Assessment Services, Consulting Services, Deployment/Implementation Services, Managed Services, Solution Suites ·
Support	SupportEdge Services

' SSDs not currently supported with FAS3210

Professional Services
Modular offerings customized for you

NetApp Professional Services can assist you in any and every phase of the storage lifecycle. Whether you need help planning your next-generation storage system, need an extra set of hands for a major storage deployment, or want to upgrade your existing infrastructure, NetApp Professional Services personnel have the skills and expertise. NetApp offers a complete portfolio of services. In summary, NetApp Professional Services offerings include:

- **Solution suites:** These customized solutions are designed to address your business-level challenges holistically.
- **Assessment services:** Enlist NetApp to identify and document business, storage, and infrastructure requirements and receive recommendations for improvements.
- **Consulting services:** Reduce the complexity of your networked storage implementation when you enlist our experts to design, document, and implement a range of applications and solutions.

- **Deployment/implementation services:** Reduce risk as we prepare your site, install and connect systems, set up your software, and perform complete verification.
- **Managed services:** Have NetApp experts on site to perform storage management services so you can focus on core business initiatives.

GLOBAL SUPPORT
SupportEdge services

NetApp Global Support delivers the highest availability for your enterprise data environment and helps you optimize your storage investments. Let NetApp mitigate support issues and drive operational best practices. NetApp's innovative, proactive support means you'll have fewer and less-severe support cases. But if a problem arises, our award-winning technical centers and field support staff—delivering in over 100 countries—won't rest until it's solved.

As an industry leader in innovation, NetApp Global Support provides tools and technology to enable business continuity. AutoSupport™, NetApp's

suite of automation tools, is delivered as a service to help you proactively manage your systems and quickly resolve issues. AutoSupport functions as a "virtual staff" to protect critical data, save time, and reduce impact on your IT resources.

About NetApp

NetApp creates innovative storage and data management solutions that deliver outstanding cost efficiency and accelerate business breakthroughs. Discover our passion for helping companies around the world go further, faster at *www.netapp.com*.

For more information go to:

- FAS6200 system: *www.netapp.com/us/products/storage-systems/fas6200/*
- Additional products and software: *www.netapp.com/us/products/*
- Professional Services: *www.netapp.com/us/services/professional/*
- Support: *www.netapp.com/us/support/*

Go further, faster*

**NetApp®**

www.netapp.com

Cisco UCS B200 M2 Value Bundle: For Demanding Virtualized and Non-Virtualized Applications

1.1   Business Challenge

Today's data center managers are faced with the arduous task of reducing expenses while increasing responsiveness. Finding ways to better address rising data center capital and operations costs is forcing companies to pursue strategies such as infrastructure consolidation and virtualization. At the same time, companies are looking for new architectures that will allow them to improve their service delivery capabilities. Cisco's Unified Computing System (UCS) was designed from the ground up to meet these current and future challenges.

1.2   Cisco Solution

The Cisco UCS is a next-generation data center platform that unites compute, network, storage access, and virtualization into a cohesive system designed to reduce total cost of ownership (TCO) and increase business agility. The system integrates a low-latency, lossless 10 Gigabit Ethernet unified network fabric with enterprise-class, x86-architecture servers. The system is an integrated, scalable, multi-chassis and/or multi-rack platform in which all resources participate in a unified management domain.
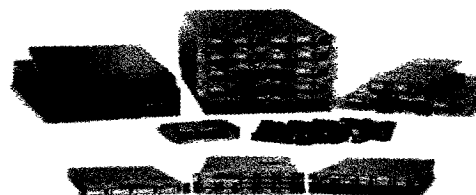
The Cisco UCS B200 M2 Blade Server balances simplicity, compute performance, I/O flexibility, and density for production-level virtualization and other mainstream data center workloads. The server is a half-width, two-socket blade server with substantial throughput and scalability. The UCS B200 M2 server extends the capabilities of the Cisco UCS. It uses two Intel Xeon 5600 series multi-core processors to deliver performance and efficiency.

1.3   Customer Benefits

The Cisco UCS is designed to deliver reduced TCO at the platform, site, and organizational levels. Each Cisco UCS technical innovation provides benefits that make it a compelling solution.

- **Embedded system management:** Management is uniquely integrated into all the components of the system, enabling the entire solution (servers, storage, networking, and virtualization) to be managed as a single entity through Cisco UCS Manager. With this simplified, ecosystem-friendly approach, Cisco UCS Manager helps reduce spiraling costs in most IT budgets: management and administration. The Cisco UCS Manager is also driving consistency and speed in server provisioning.

- **Just-in-time provisioning with service profiles:** Cisco UCS Manager implements role- and policy-based management using service profiles and templates. Use of service profiles helps reduce the number of manual steps needed for provisioning, the opportunities for human error, and server and network deployment times.

- **Unified fabric:** Cisco's unified fabric technology reduces cost by eliminating the need for multiple sets of adapters, cables, and switches for LAN, SAN, and high-performance computing networks.

- **VM-FEX virtualization support:** Cisco VM-FEX technology extends the network to the virtual machine. This enables a consistent operational model, whether networks are connected to physical servers or virtual machines. Cisco VM-FEX protects your investment by laying the foundation for future enhanced and simplified connectivity options in virtualized data centers.

- **Adapter-FEX support:** Interfaces of Adapter FEX are local logical ports on the parent switch. Adapter FEX uses innovative server connectivity (I/O connectivity) technology that enables on-demand creation of virtual NICs (vNICs) or virtual host bus adapters (vHBAs) on a single NIC. With Adapter FEX, a single physical adapter port is presented as multiple logical adapter ports to the server OS and the network, as if it were multiple physical adapter ports. A dual-port 10GE Adapter FEX can support hundreds of Peripheral Component Interconnect Express (PCIe) standards-compliant virtual interfaces that can be configured by the server administrator, saving the cooling, cost, support, and maintenance of ports, cables, and switches.

- **Cisco Extended Memory Technology:** This Cisco technology provides twice as much memory (384 GB or 512 GB using less expensive 4 or 8 GB DIMMs) as traditional two-socket servers, increasing performance and capacity for demanding virtualization and large-dataset workloads. Cisco Extended Memory Technology helps to consolidate application and virtual machines more economically with reduced costs and larger-than-ever memory footprints.

- **State-of-the-art performance:** Intel Xeon 5500, 5600, and 7500 series processors and Intel Xeon processor E7-2800 and E7-4800 product families automatically and intelligently adjust server performance according to application needs, increasing performance when needed and achieving substantial energy savings when not.

- **Energy efficiency:** Power supplies are 92 percent efficient. The simplified design of the Cisco UCS B-Series Blade Servers improves airflow efficiency and can reduce the number of components that need to be powered and cooled by more than 50 percent compared to traditional blade server environments.

1.4   Why Cisco UCS B200 M2 Value Bundle?

The Cisco UCS B200 M2 Value Bundle has a modular configuration with capabilities for scale-out of software, CPU, storage, and I/O. It supports virtualized compute, I/O, and storage resources that can scale independently. The bundle offers high server performance and capacity to adapt to application demands and intelligently scales energy use based on utilization thereby reducing energy costs. The bundle is ideal for service providers and large enterprises as a highly efficient virtual desktop, for private cloud, or for server consolidation. The bundle helps you to get more performance benefits while reducing costs. Compared to our competitors' solutions, Cisco UCS offers a superior, holistic data center approach and provides:

- **More for less:** The bundle is attractively priced as compared to competitor solutions with similar configuration and has a low Value point. It is a good starting point for data centers that are planning to consolidate bare-metal workloads or virtualize their environment.

- **Cohesive system:** Cisco UCS Manager, an award-winning embedded management system, provides unified management of all system components. Cisco UCS Manager takes the place of the system management tools associated with a traditional computing architecture by integrating computing, networking, and virtualization resources into a single, cohesive system. Cisco UCS Manager implements policy-based management using service profiles to help automate provisioning and increase agility. In addition, Cisco UCS Manager interfaces and integrates with third-party management tools for OS and application provisioning, orchestration, monitoring, and so on.

- **Differentiated platform:** Cisco UCS is a differentiated enterprise-class fabric-based platform that is supported by strong alliances with partners, independent software vendors (ISVs), and system integrators.

- **Comprehensive solution:** Cisco UCS and the services that support and enable it meet critical data center challenges with an all-in-one solution that contrasts with competitor's piecemeal remedies.

- **Standards-compliant:** Cisco UCS supports fully standards-compliant 10 Gigabit Ethernet and Fibre Channel (FC) interfaces, and offers more transport options (FC, iSCSI, FCoE) and broader vendor support, as compared to competitor solutions. This provides customers much more flexibility and choice and allows easier integration into existing environments.

- **Energy efficiency:** Power testing by an independent technology assessment service[1] has proved that Cisco's blade solution uses 10.2 percent less overall power per blade, while under full load, as compared to competing solutions. While the blades are idle, the Cisco blade solution uses 3.3 percent less overall power per blade.

- **Faster server provisioning:** Blade deployment testing by an independent technology assessment service[2] has proved that Cisco's blade solution uses 67 percent fewer steps to provision a Cisco UCS blade, compared to competing solutions.

- **Capital and operating expense saving:** Legacy blade server vendors proliferate fragmented architectures, then offer expensive tools and services to simplify. Cisco UCS, on the other hand, helps reduce complexity and costs with fewer servers, switches, adapters, and cables, lower power consumption, and fewer points of management.

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chnologies Inc., Test Report, March 2010
chnologies Inc., Test Report, March 2011

1.5 Financial Options

Cisco Capital provides a complete financing solution for all components of the virtualized, cloud-based data center: compute, network, and storage. Whether you are building a new facility, or upgrading your existing data center platform, our competitive interest rates help lower the cost of migration. We also offer attractive trade-in options so you can refresh your existing server and blade technology sooner. And, by providing one contract for hardware, software, and services, we enable greater transparency of total cost of ownership and a simpler internal cost recovery model.

1.6 Customer Proof Points

1.6.1 NaviSite, Inc.

1.6.1.1 Challenges

NaviSite, Inc. is a provider of complex hosting, application management, and managed cloud services for the enterprise market. To offer a cloud service for business-critical Oracle applications, NaviSite needed a platform with high performance, high availability, and security in a multitenant environment. NaviSite wanted a solution to overcome its critical business challenges:

- Lower customers' costs for Oracle applications management with usage-based billing

- Differentiate service performance, availability, and disaster recovery

- Scale cost-effectively and easily to meet dynamic requirements

1.6.1.2 Cisco Solution

After evaluating competitive platforms based on hardware costs, licensing costs, and number of customers supported, NaviSite selected the Cisco UCS. NaviSite moved Oracle managed application services to Cisco UCS. "The Cisco UCS distinguishes itself for hosting virtualized Oracle applications because of its high RAM capacity, 192 GB," says Roger Schwanhausser, Senior Vice President, Enterprise and Application Services, NaviSite.

1.6.1.3 Business Impact/Benefit

With the Cisco UCS, NaviSite could:

- Consolidate Oracle application stack in one system, simplifying management

- Achieve high performance across applications and database

- Reduce cost to host and manage Oracle applications

For the complete case study, please see:
http://www.cisco.com/en/US/solutions/collateral/ns340/ns517/ns224/ns955/ns967/NaviSite_cStudy.pdf

Pricing Summary – Discounts for Multi-year Purchases - "Attachment C"

Custom Storage would like to offer some additional incentives for the following products if the Town of Gilbert is interested in purchasing a multi-year support option with the original configuration up front. This discount is only valid if the Town of Gilbert is purchasing more than 12 Months on their first purchase. This discount incentive is valid on 36 or 60 Month support options only. This offer is as follows:

Project #1 (Tiered Data Storage Solution) & Project #3 Storage Add for existing FAS2040 (combined)	Price if 36M support is purchased upfront with hw/sw.	Estimated 36M Price if support purchased annually	Savings		Price if 60M support is purchased upfront with hw/sw.	Estimated 60M Price if support purchased annually	Savings
NetApp Option #1 - 36M Option	$123,807.34	$138,895.63	-$15,088.29				
NetApp Option #1 - 60M Option					$147,689.54	$176,903.05	-$29,213.51
NetApp Option #2 - 36M Option	$155,385.18	$168,919.25	-$13,534.08				
NetApp Option #2 - 60M Option					$176,923.30	$215,580.93	-$38,657.63
Project #2 (Virtual/VMware Environment)							
VMware - 36M	$27,486.42	$27,771.32	-$284.91				
VMware - 60M					$36,686.94	$40,895.28	-$4,208.34
Project #4 (Disaster Recovery Storage Architecture)							
UCS - 36M	$39,288.25	$40,453.80	-$1,165.54				
UCS - 60M					$43,958.39	$46,139.80	-$2,181.41
NetApp - Smirror (2040) - 36M	$8,944.19	$11,068.76	-$2,124.57				
NetApp - Smirror (2040) - 60M					$10,522.58	$14,771.72	-$4,249.14
NetApp - Smirror (3120A) - 36M	$21,043.11	$26,041.63	-$4,998.52				
NetApp - Smirror (3120A) - 60M					$24,756.60	$34,753.63	-$9,997.03
VMware - 36M	$42,015.01	$42,436.03	-$421.03				
VMware - 60M					$56,502.03	$61,830.51	-$5,328.48

Support Options – "Attachment D"

Option #1 – Backup Capacity Only Support Costs (Estimated*)

Option #1		ESTIMATED Support Costs if purchased Ala Carte (pricing is an estimate and based upon pricing as of 3/15/12)			
Project #1 (Tiered Data Storage Solution)		Year2	Year 3	Year 4	Year 5
NetApp Option #1		$15,331.13	$15,331.13	$19,003.71	$19,003.71
Project #2 (Virtual/VMware Environment)		Year2	Year 3	Year 4	Year 5
VMware		$5,561.00	$5,561.00	$5,561.00	$5,561.00
Project #3 (Storage for Active Archiving and Backup)		Year2	Year 3	Year 4	Year 5
CommVault		$3,150.00	$3,150.00	$3,150.00	$3,150.00
NetApp 1x24x1TB Shelf Add for 2040 DR System		$3,561.54	$3,561.54	$5,271.09	$5,271.09

Project #4 (Disaster Recovery Storage Architecture)		Year2	Year 3	Year 4	Year 5
UCS		$2,843.00	$2,843.00	$2,843.00	$2,843.00
NetApp AlaCarte Add		n/a	n/a	n/a	n/a
NetApp - Smirror (2040)		$1,851.48	$1,851.48	$1,851.48	$1,851.48
NetApp - Smirror (3210A)		$4,356.00	$4,356.00	$4,356.00	$17,424.00
VMware		$4,356.00	$4,356.00	$4,356.00	$4,356.00

*ESTIMATED Support Costs if purchased Ala Carte (pricing is an estimate and based upon pricing as of 3/15/12) and are subject to change.

Option #2 – Backup Capacity plus Additional Net New Capacity Support Costs (Estimated*)

Option #2		ESTIMATED Support Costs if purchased Ala Carte (pricing is an estimate and based upon pricing as of 3/15/12)			
Project #1 (Tiered Data Storage Solution)		Year2	Year 3	Year 4	Year 5
NetApp Option #2		$18,254.87	$18,254.87	$23,330.84	$23,330.84
Project #2 (Virtual/VMware Environment)		Year2	Year 3	Year 4	Year 5
VMware		$5,561.00	$5,561.00	$5,561.00	$5,561.00
Project #3 (Storage for Active Archiving and Backup)		Year2	Year 3	Year 4	Year 5
CommVault		$3,150.00	$3,150.00	$3,150.00	$3,150.00
NetApp 1x24x1TB Shelf Add for 2040 DR System		$3,561.54	$3,561.54	$5,271.09	$5,271.09

Project #4 (Disaster Recovery Storage Architecture)		Year2	Year 3	Year 4	Year 5
UCS		$2,843.00	$2,843.00	$2,843.00	$2,843.00
NetApp AlaCarte Add		n/a	n/a	n/a	n/a
NetApp - Smirror (2040)		$1,851.48	$1,851.48	$1,851.48	$1,851.48
NetApp - Smirror (3210A)		$4,356.00	$4,356.00	$4,356.00	$17,424.00
VMware		$4,356.00	$4,356.00	$4,356.00	$4,356.00

*ESTIMATED Support Costs if purchased Ala Carte (pricing is an estimate and based upon pricing as of 3/15/12) and are subject to change.

KEY PERSONNEL:

SEE ATTACHED

"CUSTOM STORAGE INFO —

ATTACHMENT A"

SUBCONTRACTORS:

"Custom Storage Information - Attachment A"

#1 – Brief Description of the Proposer's Firm
- Office Location = 7975 N Hayden Rd #A105, Scottsdale, AZ 85258
- Length of time in Business = 2002 (10 yrs)
- Total # of employees = 21
- Total # number of local employees = 18
- Name of Principals = William Nowlin, Pete Schmitt, & Larry Gentry
- Services provided by the firm = Data center related services including storage, virtualization, backup & other related services.
- Experience in providing similar services within the last 3 yrs
    - Custom Storage focuses on services & consulting services in the data center space for production & disaster recovery. We can provide the entire solution from architecting a solution to procuring hardware & software to deploy to installation and management of a solution.
- 3 References
    - **AZ Dept of Economic Security**
      Custom Storage architected, configured and deployed a NetApp and VMWare solution for this customer that helped them manage significant reduce its IT footprint going from 10% virtualization to over 85% virtualized. See the attached Success Story "Arizona Department of Economic Security: Helping Arizonans Save State Dollars with Cisco UCS, VMware, and NetApp (FlexPod).
      Contact: Eric Mayer, DSCO Manager, emayer@azdes.gov , 602-542-0563

    - **Pima County**
      Custom Storage helped Pima County to cut its storage capacity in half, achieves over 50% deduplication utilization enabling the county to take advantage of new technologies through virtualization. Pima County is virtualizing 85% of its core applications on NetApp shared infrastructure. They reduced storage needs by over 50% with deduplication & have an RTO of 5 minutes for 60TB. The overall solution included a production system and DR system that helped Pima County dramatically reduce its overall storage costs and management of their virtualized environment (VMware).
      Contact: David Weiters, IT Manager, David.Wieters@pima.gov (520) 724-8145

    - **Tucson Electric Power (TEP)**
      Custom Storage helped TEP with its challengers of supporting exponential storage growth with a consolidated, multiprotocol solution that delivers on aggressive backup and disaster recovery objectives. With a NetApp solution , TEP was able to create a unified storage solution for their significantly expanded geographic information system (GIS) capabilities, enabling enhanced services for customers . The results were that TEP quadrupled storage capacity without increasing headcount, virtualized 95% of systems, saving $2 million over three to five years. See the attached customer success story, " TEP Saves Millions with Virtualized Storage from NetApp."
      Chris Rima, IT Manager, crima@tep.com (520) 745-7117

Local contact:
    Carolyn Pinckard, Account Manager
    Carolyn@customstorage.com; 480-760-2122

#2 – Subcontractors

Custom Storage may utilize subcontractors from its partners including NetApp, Cisco, VMware, F5, CommVault & Avnet.

#3 – Project Leader

<u>Pete Schmitt</u>

(Total IT Experience 22 years, 12 years related to professional services)

Certifications
- NetApp Certified Professional
- IBM Certified - Storage Networking & Solutions

Custom Storage (2003- present)

Senior Systems Engineer / VP of Engineering
- Experience in storage and network architecture, management and implementation of storage solutions.
- Experience with on-site training and customer facing education
- Knowledge of auditing and review including storage, server & virtualization
- Technical decision maker for Custom Storage
- Design and implement WAN acceleration solutions
- Architect and implement database solutions specific to backup, restore, replication and cloning
- Architect storage solutions for tiered storage (primary disk, tier 2 disk and tape)
- Designed solutions to manage and integrate with applications including MS Exchange, SQL, VMware, Oracle, SAP & SharePoint
- Architected, planned and designed solutions for business continuity, disaster recovery and enterprise data protection
- Based out of Scottsdale, AZ

<u>Ben Hall</u>

(Total IT Experience 11 years, 4 years related to professional services)

Certifications

Microsoft Certified Professional (MCP), Cisco Certified Design Associate (CCDA), NetApp Certified Data Administrator (NCDA), NetApp Certified Backup and Recovery Implementation Engineer (NCIE-SAN) VMware Certified Professional (VCP4), NetApp Accredited Server Virtualization Professional (SVAP), Riverbed Certified Solutions Professional (RCSP), CommVault Certified Engineer.

Custom Storage (2008 - present)

Senior Systems Engineer
- Design and implement large VMware environments
- Experience with long time archival on tape, access controls, disaster recovery planning and strategy
- Experience with multi-vendor integration, storage architecture and remote site replication
- Continuous training across all vendor platforms that we represent. Experience in training and vendor relationships between Custom Storage, our partners and customers
- Experience with storage utilization as well as SAN, server and virtualization auditing
- Have developed storage and replication platforms for various imaging applications for multiple business groups
- Developed customized storage solutions for applications and enhanced remote access
- Experience in working with customers to develop storage and DR strategy and implementation for key applications and data
- Experience with design and administration for complex database environments utilizing Oracle, SQL and Exchange including backup, restore, replication and cloning of databases
- Based out of Scottsdale, AZ

Imagine Virtually Anything™

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CISCO.   ∎ **NetApp®**   **vmware®**

Success Story

Arizona Department of Economic Security: Helping Arizonans Save State Dollars with Cisco UCS, VMware, and NetApp

DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

KEY HIGHLIGHTS

Industry
Government—State

The challenge
Enhance services and implement DR while shrinking IT infrastructure footprint and costs.

The solution
Build agile, resilient, and cost-saving private cloud on FlexPod™.

Benefits
• Build Web servers in 5 minutes versus 3 months
• Implement pay-for-use model and avoid steep upfront costs
• Instantly expand/contract resources to match demand
• Deliver enhanced services with 4 fewer FTEs
• Reduce rack space by 93%
• Use 50% less storage
• Enable automated DR

CUSTOMER PROFILE

The Arizona Department of Economic Security (AZDES) works with families, community organizations, advocates, and state and federal partners to realize its vision that every child, adult, and family in Arizona will be safe and economically secure. AZDES is the largest government agency in Arizona. The department serves children, individuals with disabilities, the elderly, the homeless, domestic violence victims, low-income working families, individual job seekers, and others. Approximately 9,500 AZDES employees work out of 200 locations throughout the state. Annual expenditures are an estimated $4.5B. (*www.azdes.gov*)

THE CHALLENGE

Expand services, add DR, shrink infrastructure footprint
The department's Division of Technology Services (DTS) provides IT infrastructure to eight AZDES divisions. With Arizona citizens dependent on its services, AZDES must expediently match resources to the people who need them. To better achieve this goal, AZDES IT outlined requirements for making the transition to a virtualized environment. This would provide greater flexibility to deliver department services as well as essential IT and data center efficiencies. In conjunction with the move to a VMware®-

based virtual-server environment, AZDES initiated a storage-technology refresh to replace aging storage area networks.

AZDES Data Center Server Operations Manager Eric Mayer says, "Our plan was to achieve the smallest infrastructure footprint possible to more expeditiously deliver information. Another key objective was to improve recoverability. Implementing a comprehensive disaster recovery plan was not practical with the existing footprint of 400 physical servers installed at our data center and another 100 at intake offices across the state."

To architect a solution, AZDES worked with Custom Storage, a leading provider of data storage solutions that protect and manage organizations' mission-critical data and a participant in the NetApp Partner Program. After evaluating solutions from multiple platforms, networking, and storage vendors, including Brocade, Cisco, EMC, HP, IBM, and NetApp, AZDES selected a FlexPod

This solution provided by:

Custom Storage
Business Advantage through Intelligent Storage

"The FlexPod validated data center solution built on a flexible, shared infrastructure is a much better way of doing IT. It's cost effective and makes it easy to add storage, plug in blades, assign new server profiles, and bring up new multi-tenant environments. The real impact is that we're putting state dollars back into the front office where the money is really needed to help people."

Eric Mayer
Data Center Server Operations Manager, Arizona Department of Economic Security

solution from Cisco and NetApp based on functionality, the ability to scale nondisruptively, technology integration, and proven interoperability for the shared IT infrastructure.

THE SOLUTION

Build agile, resilient, and efficient shared IT infrastructure on FlexPod

Today, the AZDES private cloud delivers IT services to more than 10,000 AZDES staff and consultants. At the primary data center in Phoenix, Arizona, NetApp provides VMware storage resources (via NFS) for both Linux® and Microsoft® Windows® Server 2000/2003/2008 R2 production virtual machine environments running on the new Cisco® Unified Computing System™ (UCS™) and VMware infrastructure. NetApp® MultiStore® software helps maintain separation and security of shared storage and networking resources.

Cisco UCS servers are configured into three VMware DRS (Distributed Resource Scheduler high-availability (HA) clusters running:

- OLTP/production databases (including Microsoft SQL Server® systems)
- All other production systems, currently totaling some 300 virtual machines (VMs), including the Microsoft BizTalk Server host integration services (for communications with the AZDES mainframe); Microsoft Office SharePoint Server®; file servers; a wide array of application servers; and the Web servers through which Arizona citizens access AZDES services
- The AZDES VMware Lab Manager development environment

All client data input via the Web and other forms is also consolidated on NetApp storage. Client data includes documents scanned at the department's 200 geographically dispersed states offices and input into a Hyland OnBase Enterprise Content Management system utilizing NetApp

FAS2050 and FAS6080 storage. AZDES uses the OnBase Disconnected Scanning module to batch documents—birth certificates, licenses, and other citizen documents—for after-hours uploading to the AZDES mainframe, where the integrated data is made available to legacy applications.

BUSINESS BENEFITS

IT flexibility: at your service, Arizona

Now in production, the FlexPod infrastructure delivers the performance, flexibility, and scalability AZDES requires to stay responsive to the residents of Arizona's requests for services. Clayton Sikes, AZDES server virtualization specialist, elaborates: "The shared IT infrastructure and tools like NetApp FlexPod give us the ability to quickly expand or contract resources to meet demand. For example, we're able to rapidly scale to handle unexpected surges in requests for services, such as spikes in unemployment claims during the recent economic downturn. Just as importantly, we can immediately redeploy those resources when need diminishes. In the past, everything was capped at the physical resources of individual systems. And we couldn't afford to build a traditional infrastructure of sufficient size to handle peak demand because the majority of time its resources would have been underutilized."

Sikes reports that the new infrastructure helps IT keep up with the ever-increasing load on business-critical Web servers that currently handle more than one million hits per month: "With the private cloud, we can build and provision a new Web server in five minutes—that took three months in the old environment."

Other NetApp technologies, including rapid provisioning and NetApp FlexClone® functionality, complement Cisco and VMware tools to streamline processes and

accelerate cycles in the AZDES dev/test environment. Sikes comments, "Deploying Lab Manager across the UCS infrastructure revolutionizes our development process. We configured the UCS blades with a heavy amount of RAM, so even with the load of our three HA DRS clusters we have barely scratched the surface of performance and are running at just 20% memory utilization. To date we've moved more than one third of our physical environment over, and the goal is to ultimately run everything in our data center on the NetApp ,VMware, and UCS infrastructure. We plan to supplement some mainframe systems with virtualized Windows-based platforms running on our FlexPod solution."

IT efficiency: putting the dollars where people need them most

The private cloud based on a FlexPod infrastructure gives AZDES the means to deliver better services more cost effectively. Mayer continues, "We're using VMware vCenter™ Chargeback to implement a pay-for-use model. Previously our divisions were forced to make high-cost, upfront capital investments to deploy new platforms or scale platform and storage resources for projects. Because we had to buy capacity in 3TB increments, a team had to spend $45K even if they only requested 1TB of storage and even if they needed the space temporarily. Today they pay for only what they use, when they use it. In the past, a new server cost a division $8,500.00. Today we can run that server over five years for just $1,600.00.

"The FlexPod validated data center solution built on a flexible, shared infrastructure is a much better way of doing IT. It's cost effective and makes it easy to add storage, plug in additional blades, assign new server profiles, and bring up new multi-tenant environments. End-to-end secure multi-tenancy also dramatically simplifies compliance."
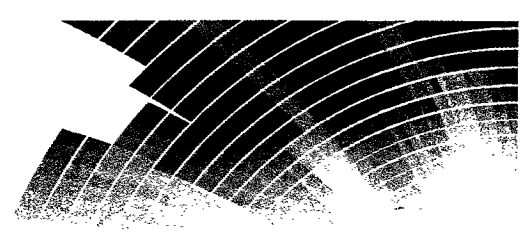
Sikes relates other efficiencies, including:

- **Unified, tested, and validated shared infrastructure.** "We're achieving savings at every point in the process, from deployment to ongoing services, and routinely see the benefits of a cooperative support model where vendors intimately understand best practices across components. We looked at other solutions, but none offered the same level of integration and functionality. HP, for example, required 15 different products and 2 weeks of on-site implementation services to deliver equivalent capability."

- **One storage platform for all environments.** "NetApp's same-box multiprotocol support lets us do VMware over NFS, FC boot from SAN (we'll do FCoE in ESXi 4.1), and CIFS to meet all of our needs on a single system."
- **93% reduction in rack space.** "Our footprint of four racks—two UCS and two NetApp—replaces seven rows of eight racks each. We estimate we'll save hundreds of thousands of dollars by consolidating our data center with a solution built on FlexPod."

- **50% capacity savings from deduplication and thin provisioning.** "What took 20TB on our legacy IBM SAN required just 10.5TB when we moved it to NetApp. Last year we scaled from 14 to 32TB of storage—if we had had a NetApp solution in place then, we estimate that we'd have saved $298,000."
- **Fewer IT resources to deliver more and better customer service.** "Through attrition, IT staffing has been reduced from 14 to 10 administrators. Because of this infrastructure, we've actually enhanced our increased level of service without replacing that staff."
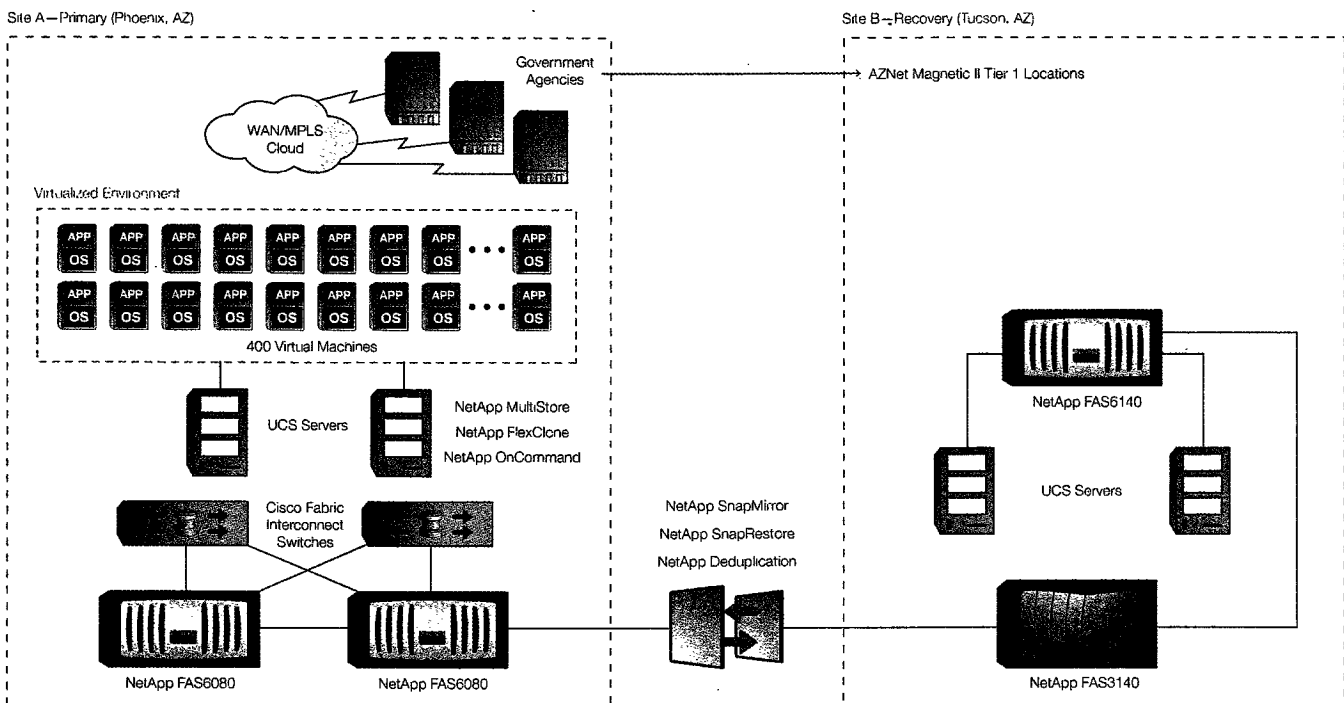

Figure 1) At the primary data center in Phoenix, Arizona, two NetApp FAS6080 systems provide storage resources (via NFS) to both Linux (CentOS, SUSE, and Red Hat) and Microsoft Windows Server 2000/2003/2008 R2 production environments running on the new Cisco UCS and VMware infrastructure. A NetApp FAS3140 provides capacity for the disaster recovery site in Tucson, Arizona.

"With the private cloud, we can build and provision a new Web server in five minutes—that took three months in the old environment. Our footprint of four racks—two UCS and two NetApp—replaces seven rows of eight racks each. We estimate we'll save hundreds of thousands of dollars by consolidating our data center with a solution built on FlexPod."

Clayton Sikes
Server Virtualization Specialist, Arizona Department of Economic Security

"The real impact of these savings," emphasizes Mayer, "is that we're putting state dollars back into the front office where the money is really needed to help people."

Availability: help when it's needed
The Cisco UCS, VMware, and NetApp infrastructure helps maintain around-the-clock availability of essential services. "For some of our programs," Sikes points out, "such as those in Child Protective Services, a down system or network could put lives at risk. Since deploying this solution, we've streamlined backups and can almost instantly recover data that used to take hours to restore. In the past, we weren't able to back up data fast enough to get tapes off site every day. And, we were dragging data from 500 servers across our network. With NetApp technology, we've totally eliminated that infrastructure. For disaster recovery, we're working with Cisco to leverage their router technology in conjunction with NetApp SnapMirror® and VMware Site Recovery Manager to enable automated, no-configuration-changes recoverability from our DR site.

"Custom Storage is helping us design our encryption solution. Working with them has also been a key factor in our overall success. We first used their services in a quick-turn project to bring our OnBase imaging in house. They used NetApp technology to move 6TB of data over a weekend so that we could avoid any disruption to intake services. No other provider offered us that turnaround—the competing best estimate was two weeks. The cost and time savings of bringing this service in house actually funded our permanent NetApp solution that now stores more than 130 million images."

Mayer summarizes, "The AZDES virtualization project is a key step in Arizona's long-term plan to consolidate data center and applications from across a heterogeneous compute environment at some 130 state agencies. That project isn't just about moving equipment to one data center. Integrating functionality and moving mission-critical applications are the much more difficult tasks, and that's where NetApp is helping us begin the transition by consolidating all of our front-end production data and by supporting the more dynamic and capable Cisco UCS and VMware infrastructure."

SOLUTION COMPONENTS

NetApp Products
NetApp FAS6080, FAS2050, and FAS3140 systems

NetApp MultiStore software

NetApp FlexClone and OnCommand software

SnapManager® for Hyper-V™ and SnapManager for SQL

Deduplication

MultiStore

SnapDrive® for Windows, SnapMirror, and SnapRestore® technology

Protocols
NAS (NFS/CIFS)/ FCP/iSCSI

Environment
VMware vSphere™, Lab Manager, vCenter Chargeback, Site Recovery Manager

Cisco UCS with B200 Blade Servers

Cisco Nexus 7010 Chassis

Microsoft Windows Server 2000/2003/ 2008 R2 and Microsoft SQL Server

BizTalk

Linux: CentOS, SUSE, Red Hat

Partner
Custom Storage
www.customstorage.com

For more information visit
www.imaginevirtuallyanything.com.

NetApp®

Tucson Electric Power Saves Millions with Virtualized Storage from NetApp

Tucson Electric Power
A UniSource Energy Company

KEY HIGHLIGHTS

Industry
Utilities

The Challenge
Support exponential storage growth with a consolidated, multiprotocol solution that delivers on aggressive backup and disaster recovery objectives.

The Solution
NetApp's unified storage solution

Benefits
- Significantly expanded geographic information system (GIS) capabilities, enabling enhanced services for customers
- Quadrupled storage capacity without increasing headcount
- Virtualized 95% of systems, saving $2 million over three to five years
- Reduced time required to restore systems from an average of 4 to 48 hours to an average of 10 minutes

Customer Profile

Tucson Electric Power Company (TEP), the principal subsidiary of UniSource Energy, is an electric utility with more than 2,000 megawatts of generating capacity serving more than 397,000 customers in southern Arizona.

The Challenge
Preparing for storage growth— without staff growth

At the end of 2000, TEP was on the brink of enormous growth in its storage needs. The company was expanding its geographical information system with more high-resolution photographs, which required large amounts of storage space. GIS applications and high-resolution imagery are critical to TEP's mission of providing safe, reliable power to its customers. GIS applications are used throughout the utility enterprise for inspections, lightning-strike assessment, field force management, outage visualization, and emergency management. In addition, storage demands were being driven by roughly 60 new or upgrade-application projects each year. Moreover, by 2005, the company was planning to virtualize much of its IT infrastructure due data center environmental constraints.

Virtualization would reduce its need for standalone servers and increase its need for storage space for virtual machines (VMs) and associated requirements.

TEP knew that its current storage solution—a leased EMC Symmetrix system, an IBM Shark, and some Sun™ StorEdge 3510s—couldn't keep up with the expected growth. "We had CIFS data everywhere and we needed to consolidate," says Chris Rima, supervisor, Infrastructure Systems, at TEP. "The only way to meet our growing need for storage was to standardize on a single, easy-to-use storage system. We simply didn't have the resources to manage multiple storage solutions." TEP was impressed by the ease of use and multiprotocol support of NetApp® solutions, along with NetApp's market penetration among organizations similar in size to TEP. The company chose NetApp's solutions to enable it to share data easily across all platforms and replicate data to a disaster recovery (DR) facility.

From 2005 through 2007, TEP's stored data grew from 20TB to 80TB. "With NetApp, we quadrupled our storage capacity and still kept costs under

"With NetApp's solution, we quadrupled our storage capacity and still kept costs under control. We haven't even had to increase our data center staff. Without NetApp, I estimate we'd need at least four more full-time employees."

Chris Rima
Supervisor, Infrastructure Systems, Tucson Electric Power

control," says Chris. "We haven't even had to increase our data center staff. Without NetApp, I estimate we'd need at least four more full-time employees. We're saving at least $400,000 per year in staffing costs."

The Solution
Virtualization and consolidation deliver more for less

Today, TEP's storage solution from NetApp supports Microsoft® Exchange, PeopleSoft, Oracle® Financials, Oracle E-Business Suite applications, and multiple SQL and Oracle databases. The solution stores back-end data and GIS files, hundreds of smaller enterprise applications, and 95% of Windows® production, test, development, and quality assurance instances.

Since 2001, TEP has eliminated a Sun E10K server and an IBM Shark mainframe storage server and increased from 20 to 60 SQL Server™ databases and from 15 to 35 Oracle databases. The company centralized production storage in Tucson on a FAS3050 Cluster and a FAS3040 Cluster. NetApp's RAID-DP™, a feature that provides dual parity protection without increasing capacity or reducing performance, enables TEP to use cost-effective and high-capacity SATA drives without worrying about drive failures.

It wasn't until virtualization took hold at TEP in 2004 that the team realized

it could leverage NetApp's support for iSCSI and FC SAN to further consolidate and limit the growth of server sprawl and storage needs. TEP now uses iSCSI with its FAS3050 to support 95% of its virtualized Windows infrastructure, while its FAS3040 runs Oracle applications using 4Gbps FC SAN. In addition, multiprotocol support saves TEP money, because while the FC SAN delivers better performance running SQL queries against the database, iSCSI costs less. Having both protocols allows TEP to choose the right protocol based on cost and performance requirements for each application. This enables the company to leverage its $1.5 million investment in its network infrastructure, which delivers a full 1Gbps within and between its data centers in Tucson. TEP has found that using iSCSI over trunked Ethernet channels delivers 85% to 90% of the performance of FC, at one-fourth the cost.

TEP backs up about 35TB of data daily, using a combination of local Snapshot™ copies and disk-to-disk replication with NetApp SnapVault® and SnapMirror®. The company uses NetApp Snapshot to back up users' home directories five times a day. Then, NetApp SnapVault replicates the Snapshot copies from NetApp's primary disk to FAS3020 secondary disk at one of TEP's two disaster recovery sites.

TEP saves valuable administrator time because Snapshot copies give users self-serve access to backed-up CIFS data. Snapshot copies—whether on local disks or backed up to remote disks using SnapVault—store files in their native formats, so users can access the data directly, copy the write-protected files to their desktops, save them, and start working with them. This means administrators need to be involved only in more significant recovery tasks.

Backing up VMware® data posed a particular challenge for TEP. In a shared server environment, there are no excess CPU resources to run backup software at the operating system level. To solve this, the company takes a Snapshot copy of a volume comprising four to six VMs. TEP then uses SnapVault to replicate the copy over 1Gbps fiber to the FAS3020 at the corporate DR site. Because TEP replicates Snapshot copies, it only has to store and transfer changed data. This network- and capacity-efficient approach enables recovery from full backup copies. If an entire VMware application needs to be recovered, administrators use SnapRestore to bring it back. "It takes only about 10 minutes to recover, even if we lose the entire VM," says Tony Edelbrock, senior systems administrator at TEP. Using this backup procedure for the majority of Windows VMs, TEP
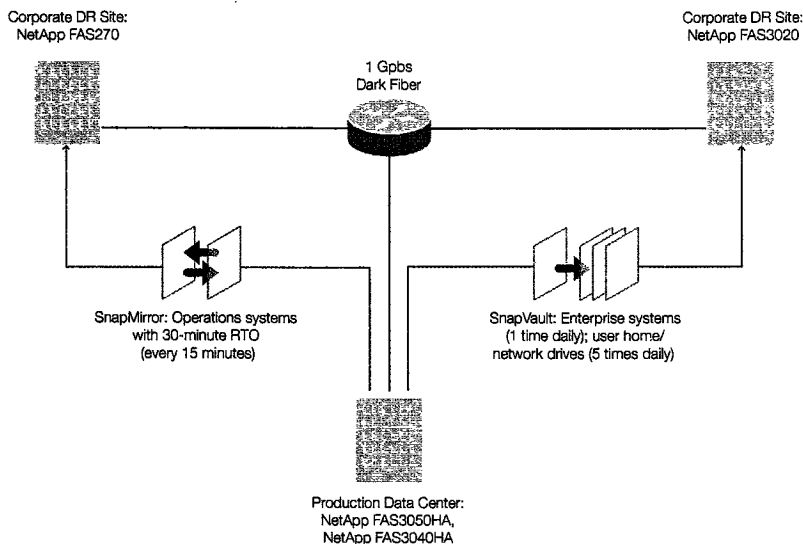
Figure 1) Tucson Electric Power disaster recovery storage architecture.

eliminated the need to install licensed backup clients at the OS level and drastically reduced system backup and recovery time compared to traditional backup methods.

TEP's GIS and outage management systems require recovery within a half hour—faster than its other applications—so TEP chose to use NetApp SnapMirror to mirror this application every 15 minutes. TEP can now fail over to the mirrored copy within minutes, and SnapMirror ensures that multiple, interdependent data sets housed within a volume or set of volumes can be mirrored at the same time. This helps ensure data integrity if TEP has to fall back to a point in time within a particular application. Moreover, users can initiate failover without IS staff intervention because the failover process has been configured using NetApp Data ONTAP®. For all TEP's other systems, a four-hour response is sufficient, and TEP uses SnapVault or SnapMirror for Exchange to replicate data one to five times each day. These systems house applications such as Oracle Financials/E-Business, Oracle PeopleSoft, and Microsoft Exchange. Administrators quickly recover read-only copies of files from SnapVault and, depending on the root cause of the problem, can have everything running smoothly again well within the four-hour window.

Business Benefits
Same staff numbers support four times the storage

Prior to implementing NetApp's unified storage solution, TEP needed two full-time staff members to manage its disparate data storage and backup technologies. Now it still uses two full-time staff, but they manage 80TB and 275 servers instead of the 20TB and 80 servers they managed just two years earlier.

"Because NetApp's solutions are so easy to manage, we were able to keep our labor costs flat despite the exponential growth in storage," says Chris. "NetApp's solutions have enabled us to drive efficiency far beyond what I thought possible. Consolidating on NetApp saves us $100,000 annually in hardware maintenance costs alone."

NetApp's storage solutions have also helped TEP contain its capital infrastructure growth by supporting TEP's VMware implementation, considered one of the most sophisticated in the world according to experts from both NetApp and VMware. TEP began virtualizing its data infrastructure in 2004 and was 95% virtualized by the end of 2007. TEP went from 80 physical Windows servers and a handful of virtual Windows servers in 2004 to nearly 275 Windows servers (virtual and physical) in 2007, with nearly no net increase in

physical servers. TEP plans to maintain approximately 5% of its servers on nonvirtualized hardware for some highly transactional databases and some systems administration applications, neither of which run well on VMs. TEP currently has an average ratio of approximately six virtual machines per physical server, with the ratio growing as newer servers become more powerful in a smaller form factor.

TEP achieved its ROI in the first year of deployment and saved roughly $1.5 million to $2 million in avoided infrastructure costs from 2005 to 2007 because of the migration of servers to a virtual infrastructure running on NetApp's central storage. Moreover, the team expects to save at least $2 million in infrastructure costs over the next three- to five-year period, roughly 15% of its annual infrastructure budget year over year. Additional savings from virtualization are expected to come from reduced expenditure on capital equipment, operations and management, data deduplication, energy, and data center real estate. For example, TEP was able to avoid purchasing additional server hardware and data center equipment from 2005 to 2007, saving $400K, while still meeting expected service levels for new application projects.

NetApp's solution also delivers greatly increased reliability. With its previous system, Tony estimates that only about 80% of backups were completed successfully. With NetApp, backups are almost 100% reliable. Furthermore, the previous protection systems covered only 60% to 70% of TEP's data, but NetApp's solution covers approximately 90%. And now, even if a massive system failure occurs, TEP can restore most critical systems in minutes or hours instead of days or weeks. This means a faster response time for customers who experience power outages.

"We can get our virtual servers back up in five minutes in the event of a disaster at one site," says Tony. "Before, it would have taken weeks to get most critical systems back up; now it's less than a day." That said, system availability has been excellent. "In the past five years with NetApp, we've had systems go down about once every 18 months and, thanks to help from NetApp SupportEdge Services, we've always been back up within four to six hours, which is within our tolerance," Tony says.

NetApp's solution also supports quick provisioning for test and development. "With FlexClone®, we can provision a complete Windows system for testing in five minutes and create a whole development environment in an hour, saving a day or two on application testing time," says Tony. That is at least 96% less than the time spent on the previous provisioning operation. "Instead of needing a few staff members to pull in servers, rack them, and connect them to the network, two of us can provision 8 to 10 virtual servers,

replicating everything on them, with all the storage on the back end, in a day. That's unheard of."

Another source of savings is the solution's support for both FC and iSCSI. "Our per-port costs on iSCSI are roughly $180, while FC costs about $800 per port. With roughly 220 iSCSI ports, we're saving about $135K." Also, by virtualizing, TEP has cut its need for ports by 30% to 50%.

TEP is continuing to experiment with ways of using NetApp's solutions to do more with less. The company started using NetApp deduplication to reduce

storage needs for duplicate data across multiple Windows VM instances. This has already resulted in space savings of up to 60% for portions of TEP's virtualized systems infrastructure and network and user home data shares. In addition, the company is looking at using NFS instead of iSCSI for server VMs as a way to further reduce costs and improve server VM performance.

"Two years ago, I didn't know anything about NetApp," says Tony. "But I've been surprised by how quickly I've learned. NetApp is much easier to learn and to use than any other storage system I've worked on."

SOLUTION COMPONENTS

NetApp Products
NetApp FAS3040 Cluster

NetApp FAS3050, 3020 and 270

NetApp SnapVault

NetApp Snapshot

NetApp SnapRestore®

NetApp SnapMirror

NetApp FlexClone

NetApp Global Services

NetApp Professional Services

SupportEdge 4-hour

Protocols
FC SAN (Brocade), iSCSI, CIFS and NFS

Environment
Windows 2000 and 2003

Solaris™ 9 and Solaris 10

Oracle E-Business Suite 11.5.7

GE Expert Designer and ESRI Geospatial Information System (GIS)

PowerOn Outage Management System

PeopleSoft 8.9

Oracle Financials

Oracle9i™ and Oracle10g™ databases

Microsoft SQL Server 2000 and 2005

Microsoft Exchange 2003

VMware ESX Server 3.0.x

Veritas™ NetBackup™ 6.0 from Symantec

QLogic HBAs

Dell 2950, R900 servers

Cisco switches/routers

NetApp®

www.netapp.com

NetApp creates innovative storage and data management solutions that deliver outstanding cost efficiency and accelerate business breakthroughs. Discover our passion for helping companies around the world go further, faster at *www.netapp.com*.

Go further, faster®

EXHIBIT C
SCHEDULE OF SERVICES

SEE PROJECT TIMELINE-
' ATTACHMENT E'

Project Timeline - "Attachment E"

Timelines below assume that products will ship at the end of the currently expected lead time.

Payment is due 30 days after the date of the shipment of equipment or issuing of software licenses. Dates are based upon the assumption that Project #1- 3 will begin on 4/1/12 and Project #4 begins on 4/27/12. Dates and timeframes are subject to changed based upon schedule requirements of the Town of Gilbert and Custom Storage staff. Custom Storage will make every effort to accommodate the Town of Gilbert's timeline.

Project #1 (Tiered Storage)

ID	Task Name	Duration	Start	8, '12	Apr 1, '12	Apr 15, '12	Apr 29, '12	May 13, '12	May 27, '12	Jun 10, '12	Jun 24, '12
1	PO Submission to Custom Storage	1 day	Mon 4/2/12								
2	Netapp order fulfillment lead time	8 wks	Mon 4/2/12								
3	Town of Gilbert staff to complete configuration questionare for setup of Netapp controllers	1 day	Fri 4/6/12								
4	Netapp equipment arrival	1 day	Mon 5/28/12								
5	Rack and Stack of 3210 controller and shelves. Initial system configuration	1 day	Tue 5/29/12								
6	Installation of new shelf on Netapp 2040	1 day	Tue 5/29/12								
7	Create & deliver as built documentation to Town of Gilbert staff. Complete training and knowledge transfer	1 wk	Wed 5/30/12								
8	Invoice/Payment for NetApp products and Custom Storage / NetApp services —DUE	1 day	Thu 6/28/12								

Project #2 (VMWare)

ID	Task Name	Duration	Start	Finish	Apr 1, '12	Apr 15, '12	Apr 29, '12	May 13, '12	May 27, '12	Jun 10
1	PO Submission to Custc	1 day	Mon 4/2/12	Mon 4/2/12						
2	VMWare order fulfillment lead time	3 days	Tue 4/3/12	Thu 4/5/12						
3	Expected completion of tiered storage project - Town of Gilbert completion signoff for Netapp	1 day	Tue 5/29/12	Tue 5/29/12						
4	Install of vCenter serve	1 day	Wed 5/30/12	Wed 5/30/12						
5	Datacenter and HA cluster configuration	1 day	Thu 5/31/12	Thu 5/31/12						
6	Create & deliver as built documentation to Town of Gilbert staff. Complete training and knowledge transfer	1 wk	Fri 6/1/12	Thu 6/7/12						
7	Town of Gilbert completion signoff for VMWare installation	1 day?	Fri 6/8/12	Fri 6/8/12						
8	Invoice / Payment for VMWare products —DUE	1 day	Sat 5/5/12	Sat 5/5/12						

Project #3 (Backup)

ID	Task Name	Duration	Start	Apr 1, '12	Apr 8, '12	Apr 15, '12	Apr 22, '12	Apr 29, '12	May 6, '12	May 13, '12	May 20, '12	May 27, '12	Jun 3, '12	Jun
1	PO Submission to Custom Storage	1 day	Mon 4/2/12											
2	Commvault order fulfillment lead time	3 days	Mon 4/2/12											
3	Expected completion of tiered storage	1 day	Tue 5/29/12											
4	Configuration of NetApp NDMP clients. Complete training and knowledge transfer	1 day	Wed 5/30/12											
5	Town of Gilbert completion signoff for Commvault installation	1 day	Thu 5/31/12											
6	Invoice/Payment for CommVault products — DUE	1 day	Sat 5/5/12											

Project #4 (DR)

ID	Task Name	Duration	Start	Finish	Predecessors
1	PO Submission to Custom Storage	1 day	Fri 4/27/12	Fri 4/27/12	
2	Meeting to discuss networking config and service profiles	1 day?	Mon 4/30/12	Mon 4/30/12	1
3	Netapp and VMWare fulfillment lead time	3 days	Mon 4/30/12	Wed 5/2/12	
4	Invoice/Payment for Netapp and VMWare due	1 day	Fri 6/1/12	Fri 6/1/12	
5	Cisco order fulfillment lead time	1 day	Fri 6/8/12	Fri 6/8/12	
6	Installation of equipment into racks	1 day	Mon 6/11/12	Mon 6/11/12	5
7	Configuration of Fabric interconnects	2 days	Tue 6/12/12	Wed 6/13/12	6
8	Configuration of UCS pools and policies	1 day	Thu 6/14/12	Thu 6/14/12	7
9	Deploy ESX on to UCS blade, begin migration of VMs to UCS from HP cluster	1 day	Fri 6/15/12	Fri 6/15/12	8
10	Town of Gilbert completion signoff for Cisco/UCS installation	1 day	Mon 6/18/12	Mon 6/18/12	9
11	Complete migration of VM's to UCS cluster	3 days	Mon 6/18/12	Wed 6/20/12	
12	Move HP servers to DR site	1 day	Thu 6/21/12	Thu 6/21/12	11
13	Move Netapp 2040 to DR site (outage	1 day	Fri 6/22/12	Fri 6/22/12	
14	Install VMWare SRM, create relationships between production and DR sites	1 day	Mon 6/25/12	Mon 6/25/12	13
15	Town of Gilbert completion signoff for Netapp and VMWare installations	1 day	Tue 6/26/12	Tue 6/26/12	14
16	Create and deliver as built documentation to Town of Gilbert staff. Complete training and knowledge transfer	1 wk	Wed 6/27/12	Tue 7/3/12	15
17	Invoice/Payment for Cisco/UCS products and Custom Storage	1 day	Sun 7/8/12	Sun 7/8/12	

About Custom Storage

Custom Storage is the only data storage solutions company in Arizona dedicated to tailoring data storage, information management and data backup & recovery solutions to the unique needs of the business. Our value proposition includes:

- Arizona Based Data Storage Solutions Company
- Tremendous Amount of Storage Expertise
- Experience in Complex Storage Projects
- Experience with Global Corporations
- Platinum Level Network Appliance Reseller
- Our practice areas include: Storage/Server Architecture, Cloud Solutions, Virtualization, WAN Acceleration, Backup & Recovery, Email Archiving, Networking, Capacity Optimized Storage, Disaster Recovery & Data Encryption.
- More information: www.customstorage.com

About NetApp

NetApp is an industry leading, highly reliable, and scalable storage manufacturer central to your storage architecture. NetApp is data center proven and their unified storage allows for one architecture, one management interface and total interoperability. Some key NetApp highlights are driven by:

- More efficient disk utilization - (52% less primary disk capacity, 20% less data protection required than EMC or HP)
- Lower management costs - (NetApp customers reported less time required for virtually all storage management tasks)
- Faster recovery times
- Consolidate Data Storage to Reduce Total Cost of Ownership
- Business Flexibility - One solution does both NAS and SAN to match your growing/changing needs
- Improve reliability through enterprise class technology, fault tolerant design, and field replaceable components
- Improve storage utilization by centralizing data storage
- Improve manageability by using NetApp's FlexVol technology, WAFL file layout, Snapshot technology, and DataONTAP operating system
- Lower total cost of ownership (see Mercer study for detailed cost comparisons)
- Investment Protection:
  - o Data in place upgrade - no backup/recovery required
  - o Avoid fork-lift upgrade via in place controller upgrade
  - o Reduce cost of scheduled downtime, maintenance costs of disk after controllers are refreshed
- More Information: www.netapp.com

About VMware

VMware is (NYSE:VMW), the global leader in virtualization and cloud infrastructure, delivers customer-proven solutions that accelerate IT by reducing complexity and enabling more flexible, agile service delivery. VMware enables enterprises to adopt a cloud model that addresses their unique business challenges. VMware's approach accelerates the transition to cloud computing while preserving existing investments and improving security and control. With more than 300,000 customers and 25,000 partners, VMware solutions help organizations of all sizes lower costs, increase business agility and ensure freedom of choice. www.vmware.com

About Cisco

Cisco Systems, Inc. (NASDAQ: CSCO) is an American multinational corporation headquartered in San Jose, California, United States, that designs and sells consumer electronics, networking, voice, and communications technology and services. Cisco offers a wide range of products and networking solutions designed for enterprises and small businesses across a variety of industries including ,but not limited to, routers, networking, and servers via their UCS line. www.cisco.com

About CommVault

Headquartered in Oceanport, New Jersey, CommVault is a publicly traded data management software company passionately committed to giving companies a better way to organize, protect, and access business information. CommVault was founded in 1996 and first made its mark with the industry's leading backup software product. But what we ultimately provide for our 13,500+ customers goes far beyond backup. Our unique Solving Forward® philosophy and one-of-a-kind Simpana® software deliver complete data management solutions with infinite scalability and unprecedented control over data and costs. CommVault has recently been positioned in the "Leaders" quadrant in Gartner's 2011 Magic Quadrant for Enterprise Disk-Based Backup/Recovery. And leading technology companies worldwide have formed strategic partnerships with us, including Dell, HDS, HP, Microsoft, NetApp, VMWare, Novell, Oracle, Sun Microsystems, and Bull. A wealth of accolades and revenue growth greater than three times the software industry average further reflect the industry's need and enthusiasm for CommVault's revolutionary approach to data management. Additional information is available at www.commvault.com

EXHIBIT D
PAYMENT SCHEDULE

A.   Compensation

    1.   The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the services.

    2.   Attached hereto as Exhibit D-1 is the Contractor's hours and fee estimate for the Project. Contractor's fee shall not exceed the amounts:

                Description   **Amount**

* SEE PROJECT TIMELINE - "ATTACHMENT E"

NOTE PAYMENT WILL BE DUE 30 DAYS AFTER AN ORDER SHIPS.

B.   Method of Payment

Invoices shall be submitted to Gilbert's authorized representative using the vendor's standard invoice.

C.   Reimbursable Costs

Contractor will be reimbursed for expenses up to a maximum amount of $__N/A__. The items allowable for reimbursement are as follows:

    1.   Cost of transportation. (Mileage associated with Project, but not to/from Project site at _N/A_ cents per mile. Any out of state travel must receive prior approval of Gilbert.)

2.   Costs of printing, as required by the contract.

3.   Cost of long distance telephone, postage, UPS, Federal Express, etc.

4.   Costs of faxes at $ N/A per page.

5.   Cost of other items as required, with prior approval from Gilbert.

All reimbursable costs must be submitted with monthly bill.

EXHIBIT E
CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: GILBERT   [ ]
               CONTRACTOR   [ ]
               OTHER   [ ]

PROJECT: _____   DATE:
OWNER: Town of Gilbert
CONTRACTOR:
AGREEMENT DATED:
_____CHANGES: The
Agreement is changed as follows:

Not valid until signed by both Gilbert and Contractor.
Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders_____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of

_____

The new compensation under the Agreement including this Change Order will be

_____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____   _____
Contractor   Town of Gilbert
By _____   By _____

Date _____   Date _____

EQUIPMENT TO BE PURCHASED BY GILBERT

I. DESCRIPTION OF EQUIPMENT ("SUPPLIES") AND SPECIFICATIONS

II. <u>GENERAL CONDITIONS</u>

2.1 <u>General Supplies Requirements:</u> The Proposal Documents are intended to provide Gilbert with a new equipment ready for regular and normal use. Upon award by Gilbert, Contract Documents, including the Proposer's proposal, shall become a valid and binding contract between the Successful Proposer and Gilbert to provide the supplies specified herein. The term "supplies" shall mean the equipment identified in this Exhibit F.

2.1.1 <u>New and Compatible Supplies:</u> All supplies, components, and parts shall be new and unused. All supplies, components and parts shall be the manufacturer's latest model and design proven in use by municipalities. All components shall be integrated in design and construction to work effectively together.

2.1.2 <u>Standard Make and Model:</u> The Proposer shall state the make and model number of the unit it is offering. The unit shall be equipped with the manufacturer's standard accessories which are included as standard in the advertised and published literature for the unit. No such accessory shall be removed or omitted for the reason that it was not specified in the Proposal Documents or Proposer's Proposal. Standard items may be removed only where necessary to install other items in lieu thereof to comply with the General Conditions and Specifications and Design Standards; and, any such removal or substitution shall be listed in writing as part of the Proposer's proposal.

2.1.3 <u>National and State Standards and Regulations:</u> All supplies shall be certified as meeting all federal and state laws and safety regulations, including required accessories and items.

2.2 <u>Warranty:</u> The Successful Proposer hereby warrants, for a period of _____ year(s) from the date the supplies are accepted by Gilbert, to replace all defective parts and/or components, and to make any repairs resulting from defective design, materials, or workmanship. These repairs shall be made at the Successful Proposer's own expense and without any cost to Gilbert, and within a reasonable time frame as determined by industry standards. The Successful Proposer shall be obligated to Gilbert as the single-source provider of the supplies, and is required to honor all warranties, given or implied.

2.2.1 <u>Parts and Service Availability:</u> During the lifetime of the supplies, Proposer must be able to provide all parts needed for service and repair of the supplies within 48 hours after request or upgrade the order status to the highest shipping priority available at no additional cost to Gilbert.

2.2.2 <u>Authorized Parts:</u> All replacement parts and components shall be authorized by the supplies manufacturer.

2.3 <u>Risk of Loss:</u> The Successful Proposer shall insure all supplies until delivery to and final acceptance of supplies by Gilbert. The Successful Proposer shall bear all risks of loss, injury or destruction of goods and materials contracted for hereunder which occur prior to delivery of the supplies to Gilbert. Any such loss, injury, or destruction prior to delivery shall not release the Successful Proposer from any obligation owed hereunder.

2.4 <u>F.O.B. Point:</u> The supplies shall be F.O.B. destination and delivered to the Town of Gilbert, _____.

2.5 <u>Delivered Service Ready:</u> The supplies shall be delivered ready to be put into intended service.

2.6 <u>Delivery Acceptance:</u> The supplies shall be delivered to Gilbert within __ days of Notice of Award of this Contract. The supplies shall be in compliance with the General Conditions and supplies Specifications and Design Standards, at the time of delivery. Prior to acceptance of the supplies and payment of the invoice, Gilbert shall inspect the supplies against the General Conditions and Requirements for Proposers and the Specifications and Design Standards incorporated in the Successful Proposer proposal, and against any other specifications or warranties expressly provided for in the Successful Proposer's proposal. The supplies must meet or exceed all such requirements agreed to in the Successful Proposer's proposal.

2.7 <u>Invoice and Payment:</u> All invoices for supplies delivered shall be submitted within sixty (60) days from delivery. Payment for the supplies shall be made by Gilbert within thirty (30) days after delivery and acceptance of the supplies. Supplies that do not comply with the supplies Specifications and Proposal Documents and proposal shall be rejected. Gilbert reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the supplies are accepted. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by Gilbert.

2.8 <u>Patent Rights:</u> Proposer agrees to defend Gilbert at Proposer's own expense, in all suits, actions or proceedings in which Gilbert is made a defendant for actual or alleged

infringement of any United States of America or foreign patent resulting from Gilbert's use of the goods purchased from the Proposer. Proposer further agrees to pay and discharge any and all judgments or decrees that may be rendered in any such suit, action or proceedings against Gilbert.

2.8.1 <u>Royalty Rights:</u> Proposer agrees to indemnify and hold harmless Gilbert from any and all royalty and proprietary licenses, fees or costs, including legal costs, which may arise out of Gilbert's purchase and use of goods supplied by the Proposer.

ATTACHMENT A
List of Charts of Existing Storage Environment and Requirements

Existing Storage Environment	
Total Existing NetApp Storage (SATA)	14TB
Total Used	8TB
Total data currently being backed up	8TB
Change in data being backed up	100GB+
Total Pooled DAS	300GB
Total storage for database needs	680GB

Projected Storage Needs by Department				
Department	Users	GB Per User	GB Total	Type
Investigation Case Files	50	100	5000	SATA
All Other Staff	385	4	1540	FC
Command Staff (Chief, Comd, Lt)	15	100	1500	SATA
Public Drives	15	100	1500	SATA
Total Projected Storage Needs for GPD Staff			9540GB	

Backup Retention Requirements		
Near line storage on disk (NetApp)	30	days
Offsite storage (tape)	90	days

Existing VMware Storage			
Physical Host	Virtual Machines	Storage Used (GB)	Total Storage (GB)
Production Host	5	181	274
Test Host	4	147	269

Projected Virtual Storage Requirements			
Virtual Machine	**Server Type**	**Required Disk Space**	**High I/O**
SERVER01	Application	150GB	YES
SERVER02	Application	150GB	YES
SERVER03	Application	50GB	YES
SERVER04	Application	50GB	YES
SERVER05	Domain Controller	50GB	YES
SERVER06	Application	50GB	YES
SERVER07	End Point	75GB	YES
SERVER08	Application	50GB	YES
SERVER09	Application	50GB	YES
SERVER10	Application	50GB	YES
SERVER11	HP SIM	100GB	YES
SERVER12	Application	50GB	YES
SERVER13	Application	*800GB	YES
Sub-Total		****2TB**	
SERVER14	Test	50GB	NO
SERVER15	Test	50GB	NO
SERVER16	Test	50GB	NO
SERVER17	Test	50GB	NO
SERVER18	Test	100GB	NO
SERVER19	Test	100GB	NO
SERVER20	Clone	150GB	YES
SERVER21	Clone	50GB	YES
SERVER22	Clone	50GB	YES
SERVER23	Clone	100GB	YES
Sub-Total		****1TB**	
Space Allocated to backup/mirror VM's		3TB	
Total		6TB	

Notes
Every effort has been made to project the storage virtual environment needs. Projected total space may not meet needs of performance requirements to support IOPS mandated. The amount of disks/spindles may need to be increased to meet performance needs, thereby increasing total storage projections. Please take this into consideration when specifying storage space, speed, IOPS, and any other requirements as needed.
*Dedicated LUN 10K SAS minimum
**Rounded to nearest Terabyte

ADDENDUM NO. 1
TOWN OF GILBERT POLICE DEPARTMENT
MARCH 8, 2012
CLARIFICATIONS &
QUESTIONS AND ANSWERS

Questions and Answers to Gilbert Centralized Storage RFP

Contract Number: 2012-1105-0181

THIS ADDENDUM IS THE ONLY ADDENDUM THAT WILL BE ISSUED. The DEADLINE HAS NOT CHANGED.

IMPORTANT NOTE:

Vendors and Bidders shall acknowledge receipt of this Addendum No. 1 in the RFP Proposal. It is the vendor's sole responsibility to confirm receipt of all addenda issued to the RFP. Failure to do so will result in the Proposal being declared non-responsive.

Proposal Opening/Deadline for Submittal: March 15, 2012 at noon. Location: Municipal Center, Room 233, 50 East Civic Center Drive, Gilbert, AZ 85296

Questions

All questions shown have been posted "as is" with no grammatical or spelling corrections. Questions have been grouped, separated, or formatted to facilitate clarity and readability without changing the content of the question and inquiry as it was originally submitted by the bidder/vendor. Answers and/or clarifications will be directly under each question unless otherwise specified.

GENERAL QUESTIONS

1. Can we get a copy of this RFP in a MS WORD document or other searchable format? (General question)

NO

The format that is currently available to the public is in Adobe PDF format. Please refer to Adobe and its partners for usage support, and all other applicable questions regarding working with PDF documents.

2. Data Migration - Our assumption is that the total amount of data to be migrated will be less than 10TB. Is this correct?

It depends on your storage proposal plan and whether you determined that data needs to be migrated

3.2   Tiered Data Storage Solution

7. How much integration is required with the NetApp environment?
    a. Will the new solution be responsible for archiving data on an ongoing basis off of the NetApp as well?
    b. Does TOG expect NetApp to be part of the tiered solution and if so, what tier is NetApp expected to be?
    c. Is the new solution required to include NetApp under the same management platform?
    d. Will TOG consider replacing the NetApp storage if the new solution is able to outperform it?

(a.) Integration and compatibility will need to be considered with the NetApp environment. (b.) The vendor should determine how best to use or not use the NetApp storage and whether to migrate, maintain, or tier the storage. (c.) The new solution does not require NetApp under the same management platform. The "Gilbert Matrix 3.2" will score accordingly. (d.) All replacements of the NetApp will be taken into careful consideration if proved to be the proper overall solution in both operation, performance, ROI, and overall TCO.

8. What are the IOPS required in Tier 1 of the tiered storage environment?

IOPS should match current industry standards respectively for each tier and storage types depending on if it is RAID 10, RAID 5, RAID 6 on DAS, SAN, NAS, etc.

9. What is the usable capacity required of the tiered storage environment? Should we assume 8TB usable today?

The Town of Gilbert ("TOG") does not understand the reference to this question. All numbers shown in the RFP refer to "usable" storage unless otherwise noted.

10. What is the expected annual growth for this environment? Should we assume 1.2TB annually based on the information in Section 3.4?

Please calculate growth based on the numbers and information given in the entire RFP.

11. Will TOG be open to sitting down with "Vendor X" for further architecture review and discussion? "Vendor X" would like to more thoroughly understand the existing environment vs. the customer's end goal for this project.

No sit downs will be granted or discussions will take place until the selection of vendor finalists has been completed.

19. Section 3.a and 3.b. Need detailed information on NIC, FC... I/O cards (Section 3.3 Matrix).

NIC's are (2) embedded NC373i Multifunction Gigabit based with TOE capability. Supports iSCSI

20. Section 3.c Will the customer consider an alternate non HP server? If so what is the budget for these servers (Section 3.3 Matrix)?

The Town of Gilbert ("TOG") has standardized their server hardware on the HP platform. However "TOG" will consider and evaluate equivalent hardware solutions on a case by case basis. The new physical host (server) will be purchased by "TOG" and should not be added to the cost of the proposal. $18,000 has been budgeted for one new server for fiscal year 2013 for a virtual host.

21. Section 5 Can you please provide current I/O information including Processor, Memory, Disk and Network I/O (Section 3.3 Matrix)?

No
Currently only (5) VM's exist in production. Other than the specified information provided in the "Gilbert Matrix 3.3" and "ATTACHMENT A" no further information will be provided at this time.

22. What are the IOPS required for the VMware storage environment?

The environment for VMware or virtual storage should be high performing and meet current industry recommended standards for application servers and database servers that will be virtualized.

23. What is the capacity of the virtual storage environment? Should we assume <1TB today?

Please refer to "ATTACHMENT A" chart titled "Existing VMware Storage" for existing capacity.

24. What is the expected annual growth for this environment?

Performance and the number of spindles will provide more than enough storage to then determine annual growth for this new environment. Existing virtual environment is about (1) year old. Please refer to "ATTACHMENT A" and associated charts to determine annual growth.

25. Will TOG be willing to entertain a *non-HP "vendor x"* server solution?

The Town of Gilbert ("TOG") has standardized their server hardware on the HP platform. However "TOG" will consider and evaluate equivalent hardware solutions on a case by case basis.

26. Will TOG be willing to run DPACK in the environments?

> Most hardware and software meet (4) nines (99.99%) of uptime, and in some cases up to 5 nines (99.999%) of uptime. Application and database servers are configured in a clustered, redundant, and/or failover environment. The hardware itself meets industries standards for redundancy and failover. Any outages of service, applications, power, servers, maintenance must be scheduled, approved and coordinated with Department Commanders, dispatch, patrol, and other associated operations as required.

32. Section 3.b What components support the Existing Fiber Loop to South Area Campus (Section 3.5 Matrix)?

> Cisco routers and switches with point to point fiber connections between the main campus and the South Area Campus. The link speed is 2gb aggregate.

33. What protocols are currently being used and supported by this equipment (Section 3.5 Matrix)?

> Cisco supports a number of industry protocols by default. Gilbert uses TCP/IP protocol as a standard. Gilbert also uses encrypted VPN connections to secure data.

34. Will the current protocol be mandatory for this solution (Section 3.5 Matrix)?

> Any protocol proposed needs to be compatible with the existing network equipment

4.11.2   Professional Liability

35. *Vendor "X"* is responding to the Town's recent RFP for Data Storage (#2012-1105-0181). As instructed, we respectfully request a waiver from your town's legal counsel for the below **Professional Liability** specific to *Errors & Omissions* in Section 4.11.2.

> **NO**
>
> After consulting with Risk Management, no waivers will be granted.

ATTACHMENT A – PAGE 1 & 2

36. For the "Virtual Storage Project" (reference pg. 46) – define I/O requirements
    a. by application

> It is unclear what is being asked and which section of the RFP "the vendor" is referencing. The Town of Gilbert ("TOG") is relying on each vendor as the industry expert and professional, and to provide

40. If the answer is NO to any section of the above questions, please describe what storage and server components, including DAS, for application servers and any file shares or file servers are being replaced by the new proposed solution. Please include storage requirements.

> All existing storage and or servers will not be replaced, but may be used or leveraged as needed for the proposed new storage plan or solution.

41. (pg 45 "Attachment A") What is your current storage policy copy retention settings? (Backup Retention Reqs section)

> Chart "Backup Retention Requirements" is currently 30 days on disks, 90 days on tape. The NetApp storage device takes hourly (delta) snap shots of data each day, nightly (delta) snap shots, and weekly (delta) snapshots. Full backups are performed weekly, with incremental backups performed daily via CommVault with a D2D2T backup policy.

WILLIAM C. Nowlin, CEO